

DATED 17th July 2020

THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF BROMLEY

(1)

and

KENT HOUSE LEISURE GARDENS LIMITED

(2)

and

BROMLEY ALLOTMENTS AND LEISURE GARDENS LIMITED

(3)

LEASE
of
Kent House Leisure Gardens Allotments,
Kent House Road,
Beckenham

Director of Corporate Services
London Borough of Bromley
Civic Centre
Stockwell Close
Bromley BR1 3UH

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LR1. Date of Lease	<div style="text-align: right;">2020</div> <div style="font-size: 1.5em; margin-left: 100px;">17th July</div>
LR2. Title number(s)	LR2.1 Landlord's title number(s) SGL811747 LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
LR3. Parties to this Lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Civic Centre, Stockwell Close Bromley BR1 3UH Tenant KENT HOUSE LEISURE GARDENS LIMITED whose registered office is situate at C/O Thackray Williams, Kings House, 32-40 Widmore Road, Bromley, BR1 1RY with company number 12297954. Other parties BROMLEY ALLOTMENTS AND LEISURE GARDENS LIMITED whose registered office is situate at Kings House C/O Thackray Williams, 32-40 Widmore Road, Bromley BR1 1RY with company number 12130845.
LR4. Property <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described/ Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	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. See the definition of "Property" in Schedule 1 of this lease
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	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 LR5.2 This Lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996

	None
LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i>	From and including 23 rd December 2019 to and including 22 nd December 2039.
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	Nil
LR8. Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	None
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>Schedule 2</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>Schedule 3</p>
LR12. Estate rent charge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.</i>	None
LR13. Application for standard form of restriction	The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property

<p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p>	<p>None</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p> <p>N/A</p>

THIS LEASE is dated

17th July

2020

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY** of Civic Centre Stockwell Close Bromley BR1 3UH (**Landlord**).
- 2) **KENT HOUSE LEISURE GARDENS LIMITED** a company incorporated and registered in England and Wales with company number 12297954 whose registered office is at C/O Thackray Williams, Kings House, 32-40 Widmore Road, Bromley, BR1 1RY (**Tenant**).
- 3) **BROMLEY ALLOTMENTS AND LEISURE GARDENS LIMITED** a company incorporated and registered in England and Wales with company number 12130845 whose registered office is situate at Kings House C/O Thackray Williams, 32-40 Widmore Road, Bromley BR1 1RY.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease:

1.1 Definitions:

Allotment Acts: means the Allotment Acts 1908 to 1950.

Allotment Garden: an allotment not exceeding 250 square metres in extent (equivalent to one quarter of an acre) which is wholly or mainly cultivated by the Sub-tenant for the production of vegetables or fruit crops for consumption by himself or by his family or for the keeping of hens, bees or rabbits in accordance with clause 3.18.3 or as a garden or leisure garden, or such other purposes appropriate and consistent with such uses.

BALGL: means the Bromley Allotments and Leisure Gardens Limited.

Base RPI Month: September 2019.

Base Rent: rent of £83.25 per annum.

Existing Lease: means a lease dated 1st January 2000 and made between the Landlord (1) and the Tenant Kent House Leisure Garden (The Association), Mr P Springall (Chairman) and Jill Dunn (Secretary) (2).

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

Member: a member of the Tenant who may or may not also be a Sub-tenant of an Allotment Garden on the Property.

Permitted Use: use as Allotment Gardens and such other purposes appropriate and consistent with such use including community uses provided that such use for such purposes shall be subsidiary to use as Allotment Gardens and Trading Huts and the Property shall not be used for any business purposes.

Pipes: means pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, subways, flues and all other conducting media including any fixings, louvers, cowls and other covers.

Plan: means the plan or plans annexed.

Property: the land as shown edged red on the Plan as more particularly described in Schedule 1.

Public Holiday: means Christmas Day, Boxing Day, New Year's Day and any usual bank holidays and public holidays within England and **Public Holidays** shall be construed accordingly.

Rent: rent at an initial rate of £83.25 per annum and then as revised pursuant to this lease.

Rent Payment Date: 31 December.

Review Date: Five years from the date of this lease and every fifth anniversary thereafter.

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

Sub-tenant: a Member, person or organisation to whom a sub-tenancy of an Allotment Garden is granted by the Tenant in accordance with clause 3.5.3.

Term: a term of 20 years commencing on and including 23rd December 2019.

Tenant: includes any person who is for the time being bound by the Tenant's covenants in this lease.

Third Party Rights: all rights covenants and restrictions affecting the Property including the matters referred to at the date of this lease in title number SGL811747 as at 26th February 2020 timed at 18:20:20.

Trading Hut: shall mean any building upon the Property used for the storage of horticultural supplies and aids and their sale by the Tenant solely to its Members or used for ancillary purposes of the Tenant relating to the Permitted Use of the Property Provided THAT the Trading Hut shall not be used for any business purposes.

- 1.2 Any covenant by the Tenant not to do an act or thing includes an obligation not to permit or knowingly suffer that act or thing to be done by another person.
- 1.3 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 Unless otherwise specified a reference to a statute or a statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.5 Where the Landlord or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those jointly and severally.
- 1.6 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.8 A reference to this lease except a reference to the date of this lease or to the grant of this lease is a reference to this deed and any deed, licence, consent or other instrument supplemental to it.

- 1.9 A reference to the end of the Term is to the end of the Term howsoever it ends.
- 1.10 Unless the context otherwise requires, references to the Property are to the whole and any part of it.
- 1.11 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.12 The expression landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.13 A reference to writing or written excludes fax and email.
- 1.14 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 5.7.8 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 5.7.9.
- 1.15 A working day is any day which is not a Saturday, a Sunday or a Public Holiday and working days should be construed accordingly.
- 1.16 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.17 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT

- 2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use for the Term.

Hand drawn
A3 1750



Valuation & Estates		Kent House Leisure Gardens Allotments, Kent House Road, Beckenham	
11 March 2020		1:1250	
© Crown copyright and database rights 2015. Ordnance Survey 100017681.		1:1250 at A3 Portrait	

0 25 50 75 100 125 150 metres

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- 2.2 The grant is made together with the rights set out in Schedule 2 excepting and reserving to the Landlord the reservations in Schedule 3 SUBJECT to the Third Party Rights including the benefit of all lettings affecting or relating to the Property as may have been granted by the Tenant under the Existing Lease and the Tenant acknowledges it has full knowledge of all such lettings.
- 2.3 The grant is made in consideration of the Tenant covenanting to pay to the Landlord during the Term the Rent payable on or before the Rent Payment Date in each calendar year of the Term. The first payment to be paid on the date of this lease shall be apportioned from the date of this lease until 31st December 2019.
- 2.4 If the Rent or any part thereof shall remain unpaid for 21 days after becoming payable then the unpaid Rent shall bear interest from the date when it became due until paid at 4% above the Interest Rate and such interest shall be treated as Rent for the purpose of this lease.

3. TENANT'S COVENANTS

THE Tenant hereby covenants with the Landlord as follows:-

3.1 Rent

To pay the Rent on or before the Rent Payment Date in each calendar year of the Term without any legal, equitable deduction or set-off or counter-claim.

3.2 Rates and Taxes

To pay and discharge all rates, taxes, duties, assessments and outgoings which are now or may at any time during the Term be charged or imposed upon or in respect of the Property or upon the owner or occupier thereof by statutory authorities or third parties.

3.3 Utilities

3.3.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

3.3.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas,

water, sewage, telecommunications, data and other services and utilities to or from the Property.

3.4 Registration of this Lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

3.5 Alienation

Not to assign, sublet or share occupation or possession of the whole or any part of the Property except in accordance with this clause:

- 3.5.1 Where the Tenant comprises trustees of an unincorporated association the Tenant may assign the whole of the Property to such new or other trustees of that association as may be appointed by the association pursuant to its constitution;
- 3.5.2 In the event of the Tenant becoming an incorporated association then the Tenant may assign the whole of the Property to the association;
- 3.5.3 The Tenant may sublet part or parts of the Property to Sub-tenants for use as Allotment Gardens, such sub-lettings to be on the basis of a written and signed tenancy agreement in the form prescribed in Schedule 5;
- 3.5.4 For the avoidance of doubt any areas of the Property which as at the date of this lease are unfit or unsuitable for sub-letting because of their condition, location or use, or which are communal or amenity/ecological areas need not be sub-let by the Tenant and may remain in their current condition or use unless the Tenant decides to sub-let them in accordance with clause 3.5.3;
- 3.5.5 The Tenant shall not charge the whole or any part of the Property.

3.6 Registration and Notification of Dealings and Occupation

- 3.6.1 In respect of every assignment of the whole of this Property permitted under clause 3.5.1 or 3.5.2 that is registrable at HM Land Registry, the Tenant shall promptly following completion procure that the assignment is registered and any requisitions raised by HM Land Registry in connection with such an application are dealt with promptly and properly.

- 3.6.2 Within one month of completion of the registration the Tenant shall send to the Landlord official copies of its title and a certified copy of any relevant document (including if relevant the association's minutes appointing new trustees).

3.7 Closure of the Registered Title of this Lease

As soon as reasonably practicable after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

3.8 BALGL Membership

- 3.8.1 To become a member of BALGL within twenty working days from and including the date of the grant of this lease.
- 3.8.2 If the Tenant fails to apply to become a member of BALGL pursuant to clause 3.8.1 BALGL shall notify the Landlord in writing within five working days.
- 3.8.3 If the Landlord receives from BALGL such written notice the Landlord shall notify the Tenant in writing of the omission to comply with clause 3.8.1 requiring the Tenant to apply for membership.
- 3.8.4 To remain a member of BALGL throughout the Term.

3.9 Repairs

At all times during the Term to keep the Property in good repair and condition and to:

- 3.9.1 keep the Property reasonably tidy and clear of rubbish and reasonably well and properly cultivated and maintained;
- 3.9.2 keep every hedge inside the Property and all perimeter and boundary hedges shown marked with a green line on the Plan properly cut and trimmed;
- 3.9.3 keep all pipes on the Property which exclusively serve the Allotment Gardens in good repair and condition (including repairing leakages from pipes and making good any damage caused arising from the same) and to

use all reasonable endeavours to procure the repair of such pipes which are outside but are within the near vicinity of the Property;

3.9.4 use reasonable endeavours to:

- (i) keep all ditches and watercourses clear of obstructions and open;
- (ii) not to permit the discharge of pollutants into the water system; and
- (iii) to notify the relevant authorities in the event of such obstructions or discharges.

3.9.5 keep and maintain in good repair and condition so far as is appropriate and proportionate to the Permitted Use as is reasonably achievable within the income and financial resources of the Tenant:

- (i) all buildings and structures, roads, footpaths, gates and fences within the boundaries of the Property;
- (ii) all perimeter and boundary gates fences and structures where shown marked with a green line on the Plan;
- (iii) For the avoidance of doubt the Tenant may replace the gates and fences with an appropriate functional alternative subject to the same being kept and maintained properly in repair.

3.9.6 Not to make any changes in the layout of the Property which involves changes in the route of any vehicular roads or access tracks comprised within the Property.

3.9.7 To notify the Landlord of all tree works upon the Property where pruning or felling is required and to allow the Landlord access upon reasonable notice save in the case of an emergency for such works to be undertaken.

3.10 Soil Removal

Not to remove or carry away or permit to be removed or carried away from the Property any clay, soil, mineral, gravel or sand nor dig or permit to be dug any pits, shafts, wells or ditches therein.

3.11 Storage

Not to import store or allow any rubbish or other material or item on the Property which is not connected with the proper and lawful use of the

Property or which is inimical to maintaining the horticultural quality of the Property.

3.12 Bonfires

To include within its rules, restrictions on the use of bonfires in accordance with the guidelines of BALGL and in accordance with any byelaws and other statutory requirements.

3.13 Barbed / Razor Wire

Not to use any barbed or razor wire other than in compliance with all barbed and razor wire regulations.

3.14 Alterations

3.14.1 Save for minor alteration works not requiring planning or other statutory consents, not to carry out any alteration works to the Property without first obtaining the Landlord's written consent, and to obtain all statutory approvals where consent is forthcoming.

3.14.2 Not to permit the construction of permanent structures on individual Allotment Gardens or anywhere else on the Property, without first obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld and all necessary statutory consents.

3.14.3 Not to allow any temporary structures such as sheds or glasshouses but excluding fruit and vegetable cages and poly tunnels to be constructed on individual Allotment Gardens which would exceed 8 feet in height and a footprint of 8 feet x 6 feet.

3.15 Signs

The Tenant shall maintain a notice at the entrance to the Property containing the name of the site, and information on how to apply for membership. A board or boards containing notices on site management and activities may be displayed within the Property.

3.16 Water

Not without the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) to divert alter or in any way interfere with the free running or percolation of water in or under the Property whether the water is in defined channels or otherwise.

3.17 Composting

To encourage composting and recycling of organic waste at the Property and to arrange the safe removal of any hazardous items.

3.18 Use

3.18.1 Not to use the Property for any purpose other than the Permitted Use.

3.18.2 Not to carry on or permit to be carried on any trade or business thereon.

3.18.3 Not to keep any livestock on the Property, except that rabbits, hens (but not cockerels) and honey bees may be kept at the discretion of the Tenant in such numbers as are manageable PROVIDED THAT they are well and humanely cared for and that they do not cause any danger, nuisance, interference, disturbance or annoyance to Sub-tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property.

3.18.4 The Tenant shall raise the profile of Allotments and Leisure Gardens wherever possible, and shall promote the annual Allotments and Leisure Gardens Competition if held and encourage individuals to participate in entry.

3.19 Nuisance

Notwithstanding anything else contained in this lease not to do in connection with the Property any act or thing which may be or become illegal or a nuisance to the Landlord or to the owners or occupiers of other property in the neighbourhood.

3.20 Encroachments and acquisitions of rights

To take all reasonable and necessary steps to prevent any encroachment on the Property or the acquisition of any easement over the Property and to notify the Landlord immediately if any encroachment is made or easement acquired or if any attempt is made to encroach or acquire an easement.

3.21 Breach of repair and maintenance obligations

At all reasonable times and upon the Landlord giving prior written notice (save in the case of emergency when no written notice shall be given, although the Landlord shall later notify the Tenant as soon as reasonably practicable) to allow the Landlord (by any agent, officer or employee) to

enter upon the Property for the purpose of inspecting the same and of ascertaining that the covenants herein contained are being duly observed and performed or for any other reasonable purpose. Upon any notice being served by the Landlord in respect of any breach of any of the covenants herein contained the Tenant shall comply forthwith with such notice and execute in accordance therewith any repairs or other works thereby required to be carried out.

3.22 Returning the Property to the Landlord

Unless otherwise requested by or agreed with the Landlord, at the end of the Term to deliver up the Property with vacant possession in a condition consistent with the covenants and conditions herein contained.

3.23 Compliance with laws

To comply with the terms of any Act of Parliament or regulations statutory or otherwise for the time being in force authorising or regulating how the Property is used.

3.24 Costs

3.24.1 To pay the reasonable and proper costs and expenses including Solicitor's costs and surveyor's fees incurred by the Landlord in connection with any notice served under Section 146 of the Law of Property Act 1925 requiring a breach of covenant to be remedied.

3.24.2 The Landlord will not charge any fee for the granting of any Landlord's permission relating to the Property except for the reasonable costs necessarily incurred by the Landlord for specialist professional and technical services in relation to such matters subject to prior agreement with the Tenant (both parties acting reasonably) about the cost and procurement of such services.

3.25 Appointment of Trustees

In the event of the Tenant being trustees of an unincorporated association at all times during the Term to ensure that there shall be a minimum of three trustees of the association and the association shall in the event of a vacancy arising by any reason whatsoever elect, nominate or otherwise appoint a new trustee (in accordance with the rules or constitution of the association) as soon as reasonably practicable and in all cases within 90 days and shall notify the Landlord in writing of such appointment of a new trustee.

3.26 Association's Constitution

3.26.1 To ensure the Landlord is:

- (i) provided with an up to date copy of the articles of association and rules;
- (ii) provided with the names and addresses of the chairman, secretary and treasurer;

3.26.2 To hold an annual general meeting in accordance with that constitution; and

3.26.3 To submit annually to the Landlord independently examined accounts substantially in accordance with the specimen in Schedule 6, together with a list of current committee members.

3.27 Records

3.27.1 To keep and maintain up to date:-

- (i) copies of each of the sub-letting agreements permitted under clause 3.5.3;
- (ii) registers of applicants for sub-lettings together with the date of receipt of each application;
- (iii) registers of the individual Allotment Gardens and the names and addresses of the Sub-tenants to whom they are sublet;
- (iv) records of the rent charged to Sub-tenants under the sub-letting agreements;
- (v) records of unlet plots at the Property and to advise BALGL and the Landlord of any such plots; and

3.27.2 to provide details of any of the above and other statistical data reasonably requested to the Landlord but where such request is made more than once per year such provision of information will be at the Landlord's cost either directly or through BALGL when reasonably requested to do so and subject to receiving reasonable prior notice.

3.28 Rental Monies

Other than any sums paid in respect of this lease, Rent, annual levy to the Landlord, insurance, subscription to BALGL, rates electricity and gas and

other such outgoings, no rent generated from the sub-lettings of the Allotment Gardens shall be applied to any purpose other than the management, maintenance, improvement and development of the Property and the facilities and services provided upon the Property.

3.29 Indemnity

To indemnify and keep indemnified the Landlord its employees and agents from and against all claims, demands, payments, liabilities, proceedings, costs and expenses that may be made or instituted against them arising out of the use by the Tenant or its Members and which but for the existence of this lease would not or could not have arisen but excluding from this indemnity any negligent act or omission on the part of the Landlord its employees and agents.

3.30 Public Liability Insurance

To put in place on or before the date of this lease appropriate public liability insurance with a minimum level of cover of £2 million or such other sum as the Landlord may reasonably consider necessary from time to time and which is notified to the Tenant in writing in respect of any one incident (the number of incidents to be unlimited) with reputable insurers or underwriters and to produce to the Landlord on demand but not more than once a year a copy of the policy document when requested to do so PROVIDED ALWAYS that if the Tenant shall at any time fail to keep such insurance current as aforesaid the Landlord may do all things necessary and any monies expended by the Landlord for that purpose shall be repayable by the Tenant on demand and recovered as additional rent.

3.31 Insurance

- 3.31.1 To insure and keep insured during the Term any Trading Huts or any other substantial like building constructed on the Property (but excluding therefrom wooden tool sheds or buildings of a like temporary or insubstantial nature which are deemed uninsurable for reasons of not being economical to insure) in the full cost of rebuilding or reinstatement in respect of fire, lighting explosion and aircraft and such other perils as the Landlord may from time to time acting reasonably require and as are notified to the Tenant in writing and upon every reasonable request produce or procure to the Landlord a copy of or a sufficient extract from the policy of such insurance and receipts or receipts for the last premium paid provided that such requests are not made more than once a year.

3.31.2 If such buildings (or any part or parts thereof) insured pursuant to clause 3.31.1 are damaged or destroyed to lay out or procure to be laid out the insurance monies in rebuilding and reinstating such buildings to no more than the extent fundable by the insurance monies as soon as reasonably practicable.

3.32 Disputes

In the event of any complaint, dispute or grievance between or with Members to use reasonable endeavours to ensure that any such complaint, dispute or grievance is dealt with in accordance with the BALGL Grievance Procedure. If the matter is still unresolved it shall then be referred to the Landlord's Director of Environment and Public Protection and if necessary on to the Leisure Gardens and Allotments Consultative Panel.

3.33 Ecological Practice

The Tenant shall use reasonable endeavours to promote and encourage good biodiverse/ecological practice and shall have regard to any guidance on such matters circulated by BALGL.

4. LANDLORD'S COVENANTS

THE Landlord hereby covenants with the Tenant as follows:-

4.1 Quiet Enjoyment

That the Tenant paying the said Rent and performing the covenants on its part hereinbefore contained shall peaceably hold and enjoy the Property during the Term without interruption by the Landlord or any person claiming under or in trust for it.

4.2 Contact Details

To keep the Tenant informed of the names and contact details of the relevant Landlord personnel who have responsibility for allotment matters.

4.3 Boundaries

To maintain any boundary of the Property marked with an outward 'T' on the Plan.

4.4 Tree Maintenance

As soon as is reasonably practicable (except in the case of emergency where no notice shall be required) upon receiving notification from the Tenant of trees that require attention or are a hazard to undertake at the Landlord's cost all works required to ensure such trees are safe and maintained including pruning or felling as required.

4.5 Liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform the landlord covenants in clauses 4.3 and 4.4 of this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

5. AGREED TERMS

IT IS HEREBY EXPRESSLY AGREED by and between the parties hereto:

5.1 Allotments Acts

That the Property is let by the Landlord for the Permitted Use. The provisions of the Allotments Acts as to Allotment Garden tenancies and compensation shall apply accordingly to the extent they are not inconsistent with the provisions of this lease.

5.2 Landlord's Use of Adjacent Property

That the Tenant shall not be entitled to any easement, right of light or air or otherwise which may restrict or interfere with the free use by the Landlord of any land or premises adjoining or neighbouring the Property.

5.3 Extent of Tenant's Liability

That the liability of the Tenant, for the time being in respect of any breach shall be limited in amount to the realisable value of the assets of the Tenant and nothing contained in this lease shall entitle the Landlord to pursue exercise or enforce any right or remedy in respect of any breach against the personal estate, property effects or assets of any Tenant or against any asset for the time being vested in the Tenant which are not Tenant assets.

5.4 Re-entry

This lease may be determined by re-entry by the Landlord at any time after giving one month's previous notice in writing to the Tenant:

- 5.4.1 if it appears to the Landlord acting reasonably that the Tenant has not duly observed the covenants and conditions contained herein and has failed to remedy any such default within three months of service of notice of such default by the Landlord;
- 5.4.2 if the Tenant shall cease to exist or being an incorporated association or a company shall be wound-up and/or be liquidated;
- 5.4.3 if the Tenant shall cease to occupy or require the Property or any part thereof then and in any such case the Landlord may re-enter upon the Property or part thereof where applicable and thereupon this demise shall absolutely determine in respect of the whole or the applicable part of the Property but without prejudice to either party's right of action in respect of any antecedent breach of any of the covenants or conditions herein contained;
- 5.4.4 the Landlord may as an alternative to determining the lease take over the direct management of the Property until such time as the lease terms are adhered to and if it takes such action will inform BALGL.

5.5 In the Event of Determination

If this lease is determined in accordance with clause 5.4 above, then:

- 5.5.1 all land, buildings and other permanent structures upon the Property will revert to the Landlord;
- 5.5.2 machinery and equipment bought by the Tenant with rental income will be disposed of and at the Landlord's discretion the proceeds will be transferred to BALGL for the benefit of other allotment sites in the London Borough of Bromley;
- 5.5.3 machinery, equipment and stock not bought with rental income or grant funding, and therefore belonging to the Tenant will be disposed of by the Tenant or in default of such action may be disposed of by an agent appointed by the Landlord and the proceeds, together with all money held and not derived from rents or grants, split equally amongst Sub-tenants by the Tenant or by BALGL;

- 5.5.4 all unspent rental money held by the Tenant will be paid to the Landlord;
- 5.5.5 any grant monies held by the Tenant will be transferred by written agreement to BALGL for the benefit of other allotment sites within the London Borough of Bromley, or become refundable by BALGL to the grant funder if so requested;
- 5.5.6 any property purchased by the Tenant using grant monies and not annexed to the land will be transferred to BALGL for the benefit of other allotment sites within the London Borough of Bromley;
- 5.5.7 the Landlord shall not be required to repay any grant monies received by the Tenant from grant funders.

5.6 Break clause

If the Tenant wishes to determine the Term it shall give to the Landlord not less than twelve months' previous notice in writing and on the expiry of such notice the Term and this lease shall cease and determine but without prejudice to the rights and remedies of either party in respect of any antecedent claim or breach of covenant.

5.7 Notices, Consents and Approvals

- 5.7.1 Any notice served under this lease by the Landlord on the Tenant must be sent by pre-paid special delivery post or recorded delivery post addressed to the Tenant at the above mentioned or last known addresses.
- 5.7.2 Any notice served under this lease on the Landlord must be sent by pre-paid special delivery post or recorded delivery addressed to the Landlord at Corporate Services, London Borough of Bromley, Civic Centre, Stockwell Close Bromley BR1 3UH or such other address as the Landlord shall notify the Tenant in writing.
- 5.7.3 Any notice given in accordance with clauses 5.7.1 or 5.7.2 shall be deemed to have been received on the second working day after posting.
- 5.7.4 Any notice, consent, approval, requirement or other communication required or authorised by this lease will be valid only if it is in writing.
- 5.7.5 E-mail and fax are not valid methods of service of notices under this lease.
- 5.7.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.7.7 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

5.7.8 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (i) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (ii) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

5.7.9 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (i) the approval is being given in a case of emergency; or
- (i) this lease expressly states that the approval need not be in writing.

5.7.10 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

6. DISPUTE RESOLUTION

All disputes and differences that may arise between the parties relating to this lease shall be referred to four representatives two of which shall be appointed by the Tenant in consultation with BALGL and two of which shall be appointed by the Landlord. An additional representative of BALGL may act as an observer. The representatives shall discuss their findings and make recommendations to the Landlord's Director of Environmental Services. In the event that it is impossible to resolve any such dispute or difference in this manner above it shall be referred to arbitration by a single arbitrator to be appointed by the President of the Chartered Institute of Arbitrators and the costs of such action shall be borne equally by the parties.

7. ENCROACHMENTS

Without prejudice the generality of clause 3.20 the Tenant acknowledges the Landlord will be at liberty solely at its own cost to remedy any

encroachments in such manner as the Landlord at its discretion may think fit EXCEPT THAT in the event of the Landlord wanting to take no action over any encroachment or wanting to dispose of any land encroached upon, the Landlord shall obtain the prior written agreement of the Tenant, such agreement not to be unreasonably withheld or delayed. In the event that the Tenant agrees to the disposal of any land encroached upon, then the Tenant shall make reasonable endeavours to facilitate the disposal including the surrender of the Tenant's interest in such land and the Landlord will indemnify the Tenant against all reasonable costs and expenses that may be properly incurred by the Tenant in such a situation.

8. ENTIRE AGREEMENT

- 8.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 8.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10. JURISDICTION

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).

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by
affixing hereunto THE COMMON
SEAL OF THE **MAYOR AND**
BURGESSES OF THE LONDON
BOROUGH OF BROMLEY
in the presence of:-

)
)
)
)
)
)



David Hayes
.....
Authorized Officer
Mayor/Councillor

.....
Director of Corporate Services/Senior Solicitor

Schedule 1

THE PROPERTY

The land and buildings known as Kent House Leisure Gardens Allotments, Kent House Road, Beckenham shown edged red on the Plan.

Schedule 2

RIGHTS GRANTED

Except as mentioned in this Schedule, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any rights over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

Schedule 3

RIGHTS EXCEPTED AND RESERVED

The following rights are excepted and reserved from this Lease to the Landlord for the benefit of any neighbouring or adjoining property which the Landlord owns or acquires an interest in during the Term:

- 1 All subsisting rights of drainage and the free and uninterrupted passage and running of soil, water, gas, electricity and telephone and all or any other services through the pipes now or hereafter in upon through under or over the Property from or to any other land or premises of the Landlord its successors in title and all others entitled thereto.
- 2 The right to enter the Property at all reasonable times and on reasonable notice except in case of emergency for the purpose of maintaining, inspecting repairing or renewing the existing pipes which now are or may hereafter during the Term be in upon through under or over the Property.
- 3 The right, (acting reasonably) and subject to the agreement of the Tenant to enter the Property at all reasonable times and on reasonable notice for the purpose of installing new or additional pipes during the Term in, upon, through, under or over the Property from or to any other land or premises of the Landlord its successors in title or others entitled thereto or any third party land or premises.
- 4 Except in cases of emergency the right to install, maintain, inspect and renew the pipes on the Property subject to agreement between the Landlord and the Tenant (both parties acting reasonably) on:
 - (i) any installation of such pipes;
 - (ii) the plans arrangement and terms and conditions for such installation and future maintenance, inspection and renewal;
 - (iii) paying reasonable compensation to the Tenant and its Members affected for disturbance, length of disturbance (but not paying any compensation for any temporary inconvenience); and
 - (iv) the reinstatement of the Property to its original condition and horticultural quality as soon as reasonably practicable after the installation, making good any damage to the Property caused by the installation, maintenance, inspection and renewal of such pipes.

The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

Schedule 4

RENT REVIEW

- 1.1 In this Schedule, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to paragraph 1.10 (**Surveyor**).
- 1.2 The Rent shall be reviewed on each Review Date to the indexed rent determined pursuant to this Schedule.
- 1.3 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.
- 1.4 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.
- 1.5 If the revised Rent has not been calculated by the Landlord and notified to the Tenant on or 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 on or 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 Date on which parts of the shortfall would have been payable, if the revised Rent had been notified on or before that Review Date and the date payment is received by the Landlord.
- 1.6 Time shall not be of the essence for the purposes of this paragraph.
- 1.7 Subject to paragraph 1.8, 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.

1.8 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 would fundamentally alter the calculation of the indexed rent in accordance with this paragraph 1 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 paragraph 1.

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.

1.9 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 paragraph 1;
- (b) where the Landlord and the Tenant fail to reach agreement under paragraph 1.8.

The Surveyor shall have full power to determine the question, dispute or disagreement. 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.

1.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

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

1.12 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.

1.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

- (a) dies;
- (b) becomes unwilling or incapable of acting; or
- (c) unreasonably delays in making any determination.

Paragraph 1.10 shall then apply in relation to the appointment of a replacement.

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

- (a) the other party may pay instead; and
- (b) the amount so paid shall be a debt of the party that should have been paid/due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

Schedule 5

AGREED FORM OF TENANCY AGREEMENT

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made on the day of 20.... **BETWEEN:**

[Name of Company]

(hereinafter called "the Company")

for the one part and

NAME:

ADDRESS:

(hereinafter called "the Tenant") of the other part

ALLOTMENT SITE: **Plot No:** **SIZE OF PLOT:** sq m

DATE OF COMMENCEMENT:

ANNUAL RENT: £

WHEREBY the Company lets and the tenant takes a tenancy of the above named allotment garden as numbered and described by the size from the date and at the rent shown above to the [20th November] next and thereafter yearly from the [21st November] at an annual rent approved by the Association and notified to the tenant in accordance with Condition 3 of the Terms and Conditions of Tenancy annexed hereto.

AND SUBJECT TO the said Terms and Conditions of Tenancy which have been read and understood by the tenant who undertakes to abide by them.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets to the company by such amount as may be required for:

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

The amount guaranteed is £1

AS WITNESS the hands of the parties the day and the year first above written.

SIGNED by the tenant (signature of the tenant)

In the presence of (signature of witness)

Address of witness

SIGNED on behalf of the Company

..... (Secretary)

For 20.... the Company has approved a rent level for allotment gardens of £ per 10 sq. m.

Amount to pay: Rental £..... plus Annual Membership Subs: £.....

plus percentage of the Annual Water Charge £ TOTAL £

Cheques made payable to

Please sign this form in the presence of a witness and return with the amount payable within 21 days to:- **The Secretary**

.....
.....
.....

ALLOTMENT TENANCY – TERMS AND CONDITIONS

In these conditions, 'the Council' shall mean the Council of the London Borough of Bromley; 'the allotment site' shall mean the site leased by the Council to the Company at *[insert site name or address]*; 'the allotment garden' shall mean the allotment garden let by the Company to the tenant; and 'the Company' shall mean *[Insert name of company]* managing the allotment site as lessees of the Council.

1. The tenant shall undertake as follows:-

- a) To pay the rent reserved in the tenancy agreement, to such person as shall be appointed by the Company to collect rents, in advance and without deduction otherwise than allowed by statute on or before the 21st November in each year.
- b) To use the allotment garden within the meaning of that expression as defined in section 22(1) of the Allotments Act, 1922 or any amendment thereto and for no other purpose.
- c) To keep the allotment garden free from weeds, clean and well manured and otherwise maintain it in a good state of cultivation and fertility. Also to keep in safe condition and good appearance one half in width of any path adjoining the allotment garden, all such paths to be of a minimum width of 0.5 metres (18 inches), and to display clearly and legibly the plot number as stated on the tenancy agreement.
- d) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any local resident, not to obstruct or encroach on or over any path or roadway set out for the use of the occupiers of the allotment gardens, and to light bonfires only if permitted by the Company and subject to such requirements and restrictions as the Company may impose.
- e) Not without the written consent of the Company to cut or prune any timber or other trees or to take sell or carry away any mineral gravel sand earth or clay, and not to burn or treat with weedkiller or otherwise deface any pathway.
- f) Not without the written consent of the Company to erect any building or structure on the allotment garden, provided that consent shall not be unreasonably be refused under this clause for the erection of a structure used for the storage of tools, or a greenhouse, of a style and maximum size, and in a location, as prescribed by the Company. The tenant shall keep any building or structure on the allotment garden in good and safe repair.
- g) Not to use barbed wire for a fence adjoining any path set out for use of the occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof.
- h) Not to deposit or allow persons to deposit on the allotment garden any rubbish or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) and not to deposit matter of any sort on any other part of the allotment site (except matter removed from the allotment garden which may be placed in the area or container which may be provided by the Company for that purpose).
- i) Not to bring or cause to be brought on to the allotment site any dog (with the exception of a guide dog accompanying a blind person). The keeping of livestock (including chickens and bees) shall be subject to the consent of the Company and to such conditions as the Company may impose.
- j) Not to erect any notice or advertisement on the allotment garden except the garden number as required by clause c), and not to plant or allow to grow on the allotment garden any tree the base of which exceeds 5cm in diameter (with the exception of fruit trees).
- k) Not to assign sublet or otherwise part with possession of the allotment garden or any part thereof without the written consent of the Company.
- l) That the Company shall have the right to refuse admittance to any person other than the tenant or a member of his or her family to the allotment site unless accompanied by the tenant or a member of his or her family.
- m) That in the case of a dispute between the tenant and any other occupier of an allotment garden or between the tenant and the Company the matter shall be referred first to the Company officer responsible for the day to day management of the allotment gardens involved and then to the Management Committee of the Company. If the dispute is not then settled it shall be referred to an arbitration committee, the composition and conduct of which shall be in accordance with the guidance and procedure on conduct, disputes and grievances agreed between Bromley Allotments and Leisure Gardens Limited and the Council. The arbitration committee will have regard to whether that guidance and procedure has been followed by the Company when dealing with the dispute prior to referring it to the arbitration committee.

- n) To inform the Secretary of the Company's Management Committee without delay of any change of the tenant's address.
 - o) To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained. The Company may dispose of any building structure or other items left on the allotment garden after one month from the date of determination.
 - p) That any authorised officer or agent of the Company or Council shall be entitled at any reasonable time to enter and inspect the allotment garden.
 - q) That the tenant shall observe and perform any other special condition which the Company considers necessary to preserve the allotment garden from deterioration or to preserve the amenities of the allotment site and of which notice shall be given to the tenant in accordance with clause 9 of this agreement.
 - r) To lock the gates after entering and leaving the site and not to enter or attempt to enter the site other than by means of the gates.
 - s) Not to communicate direct with officers or Members of the Council or the Council's commissioned partners on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Company's Management Committee or to a Director of the Company.
 - t) To become a Member of the Company as defined in the Company's Articles of Association and to remain a Member during his occupation of the allotment garden and to observe at all times the Rules of the Company.
2. The tenancy is subject to the exceptions reservations stipulations and conditions contained in the lease or tenancy under which the Company holds the land.
 3. The Company may at any time upon giving the tenant not less than twelve months' notice in writing before 21st November in any year increase or decrease the rental of the allotment garden with effect from the said 21st November.
 4. The tenant shall be entitled to draw water from any mains outlets on the allotment site between 1st April and 30th September in each year (except if the water supply has to be disconnected for repairs) for cultivation of the allotment garden but for no other purpose. The use of hoses for any purpose, including the filling of auxiliary containers, shall be only as permitted by the Company. The Company reserves the right to charge the tenant, in addition to the annual rent, a sum equal to a proper proportion of the water rates paid by the Company in respect of the previous year.
 5. The tenant shall be entitled on determination of the tenancy to recover compensation only under and in accordance with the provisions of the Allotments Acts 1922 and 1950. The Company is to be indemnified against any other claim howsoever arising out of the tenant's use or occupation of the allotment garden and site.
 6. The Company shall be entitled on determination of the tenancy to recover compensation from the tenant in accordance with section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment garden caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
 7. The tenancy shall determine immediately on the death of the tenant although a new tenancy may be granted to the tenant's next of kin at the Company's discretion.
 8. The tenancy may also be determined in any of the following manners:-
 - 1) By either party giving to the other twelve month's notice in writing to expire on or before the 6th April or on or after 29th September in any year. Any such notice given by the tenant shall be served on the Secretary of the Company.
 - 2) By re-entry by the Company at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for any purpose permitted by the lease or the tenancy under which the Company holds the land.
 - 3) By re-entry by the Company at any time after giving one month's previous notice in writing to the tenant (i) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or (ii) if it appears to the Company that there has been breach of these conditions and at least three months have elapsed since the commencement of the tenancy or (iii) if the tenant shall cease for any reason to be a Member of the Company.

9. Any notice required to be given by the Company to the tenant may be signed on behalf of the Company by such person as shall be authorised to do so by the Company for the time being and may be served on the tenant either personally or by leaving it at his last known place of abode or by ordinary post or by registered post or by letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised herein. Any notice or application for consent required to be given by the tenant to the Company shall be sufficiently given if signed by the tenant and sent by a prepaid post letter or handed to the Secretary of the Company.

REVISED 10.19

Schedule 6

ACCOUNTS TEMPLATE

SCHEDULE ONE – ANNUAL ACCOUNTS SUBMISSION – MODEL DOCUMENT

LONDON BOROUGH OF BROMLEY

Leisure Gardens and Allotments

ANNUAL ACCOUNTS

Site Name For Year Ending

Income and Expenditure Statement

Income	Current Year £	Previous Year £	Expenditure	Current Year £	Previous Year £
Plot Rents Interest Trading Income Other Income			Maintenance Postage Telephones Service accounts Insurances Purchase of plants Trading Stocks Other Expenditures		
TOTAL			TOTAL		

Income minus Expenditure equals *Profit/Loss of £
 (*= Delete as appropriate)

- a) Balance brought forward from previous year £
- b) Add profit/loss from this year £
- c) Balance carried forward to next year (a+b) £

Treasurer Dated

I have examined the books and vouchers of the Association and in my opinion, these accounts are a correct record. Independent Examiner Dated