

DATE:

CAMBRIDGE CITY COUNCIL

to

VINERY ROAD PERMANENT ALLOTMENT SOCIETY LIMITED

LEASE

of

ALLOTMENT LAND AT
VINERY ROAD AND BURNSIDE ROAD
CAMBRIDGE



Tom Lewis
Head of Legal Practice
The Guildhall
CAMBRIDGE CB2 3QJ

THIS LEASE is made the

BETWEEN

CAMBRIDGE CITY COUNCIL of The Guildhall, Cambridge CB2 3QJ ("the Landlord")

and

VINERY ROAD PERMANENT ALLOTMENT SOCIETY LIMITED (Industrial and Provident Society Registration Number IP09979R) the registered office of which is at 15 St Thomas' Square, Cambridge CB1 3TG ("the Tenant").

1. INTERPRETATION AND DEFINITIONS

1.1 Gender and number

Words of one gender include any other gender and the singular includes the plural and vice versa.

1.2 Joint and several liability

Where a party comprises more than one person, obligations may be enforced against them separately, all together or in any combination.

1.3 Corporations

A person includes a company or other body corporate.

1.4 Obligations

A Tenant's obligation not to do anything to includes an obligation not to allow it to be done by another person.

1.5 Statutory provisions

References to a statutory provision include any amendment to or re-enactment of the statutory provision for the time being in force and to any subordinate legislation or by-law made under it.

1.6 AGP/s ("AGP")

Means the Allotment Garden Plots laid out on the Land and underlet in accordance with the provisions of clause 11 of this Lease.

1.7 Plotholder/s

Means a person/s who is a plotholder of the Tenant association and a holder of an AGP.

2. LETTING

2.1 Demise

In return for the Tenant's obligations in or under this lease, the Landlord lets to the Tenant the allotment land at Vinery Road and Burnside Road Cambridge and shown for the purposes of identification outlined in red on the plans attached to this lease ("the Land") together with the rights granted for the Tenant set out in Schedule 1 subject to the retained rights for the Landlord set out in Schedule 2

2.2 Term

The term of this letting is Six (6) years starting on the 1 May 2020.

3. RENT AND OTHER PAYMENTS BY TENANT

3.1 Rent

(a) For the period from 1 May 2020 to 27 September 2021 the rent is:

Vinery Road £479.24 per annum

Burnside Road £915.26 per annum

(b) For every successive year of the term the rent will be increased by 3 per cent on 28 September of each year.

(c) The Tenant will pay the rent without deduction or set-off through direct debit by equal half yearly payments in arrears on the usual half-year days. The usual half-year days are 28 March and 28 September.

(d) If the term begins or ends part way through a half-year, the rent will be apportioned.

(e) A formal review of the lease rents two years prior to the end of this lease.

3.2 Outgoings

The Tenant will pay all outgoings relating to the Land during the term including all, water rates and other expenses related to the managing and running of the AGP's.

3.3 Interest on late payments

If the Tenant fails to pay the rent or any other sum due under this lease on time, the Tenant must pay to the Landlord interest on the amount owing (at the rate of 4% a year above the base lending rate of the Landlord's bank for the time being) from the date when the sum was due to the date on which it is actually paid.

4. PERMITTED USE

- 4.1 Subject to clause 4.2 the Tenant must use the Land as allotment garden only (which shall include the growing of vegetables, fruit and produce, the keeping of livestock as permitted by this Lease and any other related purposes carried out for the wellbeing of the Tenant and the Plot holders including the running of fundraising events, the operation of a trading shop for surplus stock and produce and for the contribution to community events) and for no other purpose whatsoever without the written permission of the Landlord.
- 4.2 The Tenant may use part of the Land for coppicing composting wildlife areas or subject to the terms of this lease such other uses which are appropriate to and compatible with use as an allotment garden provided that the sum of all of the uses referred to in this clause 4.2 shall not exceed twenty per cent of the total area of the Land
- 4.3 Other than is set out in this clause 4, the Tenant must not use the Land for the purpose of any trade or business.

5. FURTHER RESTRICTIONS ON USE

- 5.1 The Tenant will not do anything on the Land which may be or become a nuisance to the Landlord or the owners or occupiers of adjoining land and will protect (that is, indemnify) the Landlord against any claim caused by or arising from the Tenant's occupation of the Land
- 5.2 The Tenant will permit the Landlord to enter the Land or any part on giving to the Tenant 48 hours' notice (except in an emergency, when no notice is required).
- 5.3 The Tenant will keep the Land clean and tidy, and free from unmanaged weeds.
- 5.4 The Tenant will not deposit on the Land any rubbish, debris, spoil or other material including asbestos or anything containing asbestos even in small amounts (with the Tenant being responsible for the cost of removal of any such deposits). This clause shall not prevent the Tenant depositing materials for soil replenishment or soil fertility
- 5.5 The Tenant will not put on the Land any waste materials, refuse, tyres, trolleys or trade refuse.
- 5.6 The Tenant will not place a caravan or moveable dwelling on the Land.

- 5.7 The Tenant must not without the consent of the Landlord (such permission not to be unreasonably withheld or delayed) display any notices, posters or advertisements of any type whatsoever on the Land except the Tenant will be permitted to display advertisements in accordance with clause 6.4 of this Lease and notices solely concerning allotment and/or gardening matters
- 5.8 The Tenant will not use the Land for a sale by auction.
- 5.9 Except as permitted by this Lease, the Tenant will not use the Land for any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation.
- 5.10 The Tenant will not use the Land for any illegal or immoral act or purpose nor as sleeping accommodation or for residential purposes.
- 5.11 Not to plant trees of any description without the Landlord's prior written consent, such consent not to be unreasonably withheld, other than fruit bearing, nut bearing and nitrogen-fixing trees.

6. MANAGEMENT OF THE LAND AND PROMOTION OF AGP

- 6.1 The Tenant must be responsible for the management and general maintenance of the Land, including boundary hedge rows.
- 6.2 The Tenant will make reasonable endeavours to attend training to be provided locally free of charge by the Landlord to enable the Tenant to better comply with the management practices required under clause 6.1 herein.
- 6.3 The Tenant must review the layout of the AGPs from time to time in consultation with the Landlord to ensure uniformity
- 6.4 The Tenant must advertise the availability of any vacant AGPs on the internet, on other social media, on its newsletter or at the main entrance and/or other suitably visible and publically accessible perimeter location on the land.
- 6.5 Removed
- 6.6 The Tenant must:
 - 6.6.1 provide the Landlord upon request with statistical information on availability of vacant AGPs and waiting list numbers
 - 6.6.2 work together with the Landlord and in its own right to market and promote in the local community the AGPs and actively meet local demand for AGP which may

include the reasonable sub-division of AGP's as the Tenant deems necessary in accordance with local demand

- 6.6.3 work together with the Landlord to encourage applications for AGPs by all local residents including those with disabilities and from those from ethnic minorities
- 6.6.4 work together with the Landlord to encourage applications for AGPs by persons with disabilities and to co-operate with the Landlord in planning and making access improvements to the Land for such persons
- 6.6.5 encourage good organic horticultural practices by Plot holders and a reduction in any use of chemical herbicides and pesticides and peat-based products by plot holders
- 6.7 The Tenant must not discriminate on the grounds of race colour or sex disability in its management of the AGP's and must comply at all times with the Equalities Act 2010

6.8 **Cultivation**

The Tenant must keep the Land clean and free from unmanaged weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and in good condition and must keep the roads and pathways and tracks on the Land in a safe condition having regard to the type and extent of their respective use.

The maximum area of non-cultivable land is 20% (excluding paths) and should be put to the best possible use. For the avoidance of doubt, green manure, raised beds, growing poles, garden sheds, greenhouses, water butts, compost heaps and mulching sheets are cultivatable.

6.9 **Sprays**

When using sprays or fertilisers, the Tenant must:

- 6.9.1 take all reasonable care to ensure that adjoining hedges trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
- 6.9.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to wildlife, other than vermin or pests, and
- 6.9.3 comply at all times with current regulations

6.9.4 avoid the use of pesticides where possible and promote the use of non-pesticide weed suppressants

6.10 Barbed wire

Subject to the previous written consent of the Landlord the Tenant must not use or permit or suffer to be used any barbed wire or razor wire for a fence within or on the boundary of the Land

6.11 Refuse

6.11.1 The Tenant must not deposit or permit or suffer to be deposited on the Land any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges or ditches situate upon the Land or any adjoining land

6.11.2 The Tenant must not make any neighbouring property or any other land roads or pavement untidy or dirty and in particular must not deposit refuse or other materials on them

6.11.3 Except for fruit trees and hedges the Tenant must remove any self set trees under 75 cm in diameter and 1.5 metres in height

6.11.4 The Tenant must not without the previous written consent of the Landlord except as required to comply with clause 10.3 and 5.11 or to perform usual cultivation cut or prune any timber or other trees on the land or take, sell or carry away any mineral gravel, sand, earth or clay from the land.

6.12. Pollution

6.12.1 The Tenant must not contravene the Water Resources Act 1991 or the Water Supply (Water Fittings) Regulations 1999 and, as far as possible, conserve water including mulching and installing water butts and covering these.

6.12.2 No water fitting must be installed, connected, arranged or used in such a manner that it causes or is likely to cause waste, misuse, undue consumption or contamination of water supplied, in particular by allowing the back flow of toxic substances into the water supply.

6.13 Dogs

The Tenant must not cause permit or suffer any dog to be brought onto the Land unless such dog is held securely on a leash and the owner abides by all

Cambridge City Council Dog Control Orders made under the Clean Neighbourhood & Environmental Act 2005 and the Public Space Protection Order 2013.

6.14 Livestock, animals, poultry

6.14.1 Subject to clauses 6.14.2 and 6.14.3 the Tenant must not keep or permit to be kept any animal or livestock of any kind upon the Land

6.14.2 The Tenant may keep or permit to be kept (otherwise than by way of trade or business) on the Land:

6.14.2.1 hens (but not cockerels) and/or rabbits to the extent permitted by section 12 of the Allotments Act 1950; and

6.14.2.2 ducks

PROVIDED THAT the Tenant shall ensure that any hens rabbits or ducks kept in such places on the Land and in such a manner as not be or cause a nuisance annoyance disturbance inconvenience injury or damage to any Plot holder occupying the AGPs or any owner and/or occupier of adjoining or neighbouring land AND PROVIDED FURTHER THAT the Tenant shall ensure that any hens rabbits or ducks are kept in such places and in such a manner as to not cause unnecessary suffering to those animals

6.14.3 The Tenant may keep or permit to be kept (otherwise than by way of trade or business) bees on the Land PROVIDED THAT the Tenant shall:

6.14.3.1 ensure that all beehives are kept on such parts of the land and in such a manner as to not be or cause a nuisance annoyance disturbance inconvenience injury or damage to any Plot holder occupying the land or any owners and/or occupier of adjoining or neighbouring land and in this respect the Tenant shall have a particular regard to the proximity of any school and/or residential premises

6.14.3.2 observe and comply fully with Cambridgeshire Beekeepers' Association guidance notes (if any) and all other appropriate written recommendations and

guidelines produced by the British Beekeepers' Association and Cambridgeshire Beekeepers' Association PROVIDED THAT nothing in the said recommendations and guidelines shall purport to amend the terms of this lease and in the event of any inconsistency between the terms of this lease and any such recommendations and guidelines the terms of this lease shall prevail.

6.14.4 The keeping of poultry must be in line with recognised standards, for example: <http://science.rspca.org.uk/sciencegroup/farmanimals/standards>

6.14.5 Keeping 50 or more birds is required by Defra to register with the Great Britain Poultry Register, in order to help the Animal Health and Veterinary Laboratories Agency get in touch in the event of any disease outbreaks.

6.15 Inspection

6.15.1 The Tenant shall permit the Landlord, its employees or agents, and others authorised by the Landlord to enter on the land at any time on 48 hours previous notice (except in cases of emergency) to examine the state and condition and occupancy of the land and to perform any works relating to the land which the Landlord may be under an obligation to carry out.

6.15.2 In the event that the Landlord is not satisfied with the provisions in 6.15.1 he will agree with the Tenant to carry out a review.

6.15.3 The Landlord shall carry out an annual inspection of the site in August each year giving the required notice

6.16 Special conditions

The Tenant shall observe in consultation with the Landlord any other special conditions which both parties consider necessary.

7. DAMAGE OR INJURY ARISING FROM THE TENANT'S USE

The Tenant must protect (that is, indemnify) the Landlord against all losses, claims and expenses arising directly or indirectly from—

7.1 the Tenant's use and occupation of the land

- 7.2 an act, omission, negligence or default of the Tenant (or of the employees, agents, licensees or visitors of the Tenant), or
- 7.3 a breach by the Tenant of any of the terms of this lease.

Except where the losses, claims or expenses result from the actions or omissions of the Landlord or result from circumstances which are beyond the reasonable control of the Tenant.

8. INSURANCE

The Tenant must have in place public liability insurance in the sum of £5m with a reputable insurance company and supply a copy of the insurance policy to the Landlord.

9. BUILDINGS

9.1 The Tenant must not erect any building shed or other structure on the land without:

(a) the previous written consent of the Landlord PROVIDED THAT the consent of the Landlord shall not be required for newly erected purpose built sheds or greenhouses or poly-tunnel of a floor area:

- Sheds of not greater than 2.44 metres (eight feet) long by 1.83 metres (six feet) wide and by 2.13 (seven feet) high for plots of any size
- Poly-Tunnels of 10 metres in length, 3 metres wide and 3 meters high on any size plot.

(b) first obtaining any planning permission and/or building regulation consent(s) which may be required and the Tenant must comply with all conditions of such permissions and consents as required by law

9.2 With the exception of buildings constructed prior to the date of this Lease, buildings are not to be erected closer than one metre from any boundary.

10. BOUNDARY AND OTHER STRUCTURES

10.1 The Tenant must keep in good and substantial repair all fences and gates upon and surrounding the Land save that the Tenant shall not be responsible for major replacement of fencing which shall be the responsibility of the Landlord.

- 10.2 The Tenant must keep all walls buildings and structures that form part of the Land in good and substantial repair throughout the term save that the Tenant shall not be obliged to undertake any structural repairs to any building on the Land which has been erected by the Landlord or any individual Plot holder. For the purpose of this lease structural will refer to foundations, floors, ceilings, external walls, internal load bearing walls, external glazing, external doors, electrical and plumbing.
- 10.3 The Tenant must keep every hedge that forms part of the Land properly cut and trimmed to no more than 2.5 metres tall and all ditches forming part of the Land properly cleansed and in good order (internal only). All external works shall be undertaken by the Landlord or adjacent land owner.
- 10.4 The tenant shall be responsible for all non-essential tree work as defined by any report undertaken by the Landlords arboriculture team. This will include but not be exclusive to works relating to light, shade, height and fallen branches. The Landlord shall be responsible for works undertaken to dead, dying or dangerous trees subject to full arboricultural survey. The Landlord shall retain all ownership rights to trees and will perform full arboriculture inspections on a 3 yearly cycle with all works submitted in the subsequent report being undertaken by the Landlord.

11. ALIENATION

- 11.1 The Tenant must not assign underlet or otherwise part with or share possession or occupation of the whole of the Land.
- 11.2 The Tenant must not assign underlet or otherwise part with or share possession or occupation of any part of the Land except by underletting AGPs to Plot holders for the sole purpose of use and cultivation as an allotment garden and such other uses that are permitted by this Lease
- 11.3 The Tenant may let the AGPs by entering into an agreement with Plot holders

12. PLANNING REQUIREMENTS

12.1 Breach of planning control

The Tenant must not commit a breach of planning control, and must comply with planning legislation.

12.2 Application for planning consent

Except as permitted by this Lease, the Tenant must not carry out any development at the Land or change the use of the Land.

13. COMPLIANCE WITH DIRECTIONS

13.1 Immediately on receipt of a written communication affecting or likely to affect the Land, the Tenant will produce it for the Landlord's inspection and allow the Landlord to take a copy.

13.2 The Landlord will comply immediately at the Landlord's own expense with every direction affecting or like to affect the land served or made by a public body or court of law unless such direction resulted directly from the actions or negligence of the Tenant.

13.3 The Tenant will comply with all of the Tenant's legal obligations relating to the Land and will keep the Landlord protected (that is, indemnified) against the consequences of a contravention except where such contravention is as a result of an act or omission of the Landlord.

14. PREVENTION OF ENCROACHMENT

14.1 The Tenant will take all reasonable steps to prevent any encroachment on the Land, or the acquisition of any new right of way, passage, drainage or other easement under, on or over the Land.

14.2 As soon as the Tenant becomes aware of a threatened encroachment or attempt to acquire an easement, the Tenant will give the Landlord notice of it.

15. QUIET ENJOYMENT

The Landlord agrees with the Tenant, that if the Tenant observes the Tenant's obligations in the lease, the Tenant may peaceably hold and enjoy the Land during the term without any interruption by the Landlord.

16. FORFEITURE

- 16.1 Each of the following is a forfeiting event within the meaning of this clause.
- (a) The rent or any other sum payable by the Tenant under this lease is in arrears and unpaid for forty-five days after becoming payable (whether formally demanded or not).
 - (b) There is any breach by the Tenant of any of the provisions of this lease except where such breach is as a result of an act or omission of the Landlord
 - (c) The Tenant becomes bankrupt.
 - (d) A proposal is made in respect of the Tenant for a voluntary arrangement for a composition of debts or for a scheme of arrangement approved in accordance with the Insolvency Act 1986.
 - (e) The Tenant suffers any distress or execution to be levied on the Tenant's goods.
- 16.2 If a forfeiting event occurs, the Landlord may at any time re-enter the Land (even if any previous right of re-entry has been waived) and this lease comes to an end.
- 16.3 The ending of this lease under this clause does not affect the rights of either party in relation to breach of a provision of this lease which occurred before.
- 16.4 Where the Tenant is more than one person, this clause applies when a forfeiting event happens to any of them.
- 16.5 Re-entry on part of the Land is equivalent to re-entry on the whole.

17. EARLY TERMINATION OF THE LEASE

This lease may be determined by:

- 17.1 The Council or the Tenant giving to the other 12 calendar months' previous notice in writing expiring on or before the 6 April or on or after the 29 September in any year
- 17.2 Re-entry by the Council at any time after giving 12 months' previous notice in writing to the Tenant on the grounds that the Land is required:
- 17.2.1 for any non-agricultural purpose for which it has been appropriated under any statutory provision; or

17.2.2 for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

18. EXCLUSION OF THIRD PARTY RIGHTS

No one except a party to this lease has the right to enforce any of its terms.

19. LANDLORD'S ROLE AS LOCAL AUTHORITY

- 19.1 This lease is granted by the Landlord in its capacity as owner of the freehold in the Land.
- 19.2 Acts carried out by the Landlord under the terms of this lease are carried out by the Landlord in its capacity as landlord of the Land as opposed to its function as a local authority.
- 19.3 Nothing contained or implied in the lease affects the Landlord's rights, powers, duties and obligations in the exercise of the Landlord's functions as a local authority.
- 19.4 The rights, powers and obligations of the Landlord under statutes, byelaws, orders and regulations may be as fully exercised in relation to the Land as if the Landlord was not the owner of the Land and the Landlord had not executed this lease.

20. NOTICES

- 20.1 In this clause, a notice includes a consent, demand, request and notification.
- 20.2 A notice under this lease must be in writing.
- 20.3 A notice is sufficiently served on the Tenant if—
- (a) sent to the Tenant by recorded delivery to the address of the Tenant given in this lease or to the Tenant's last known address or place of business in the United Kingdom; or
 - (b) left for the Tenant at the address given in the lease or at the last known address or place of business in the United Kingdom.
 - (c) by a fixed notice attached to the Land

20.4 A notice to the Landlord is sufficiently served if sent by recorded delivery to the Head of Legal Practice at the Guildhall Cambridge, or if left for him or her at that address.

21. LANDLORD'S RIGHT TO USE ADJOINING OR NEIGHBOURING LAND AND BUILDINGS

21.1 The Landlord is entitled to deal as it thinks fit with any adjoining or neighbouring premises of the Landlord and to erect, or have erected, on that adjoining or neighbouring premises any buildings whatsoever, whether those buildings do or do not affect or diminish the light or air which may be enjoyed by the Land.

21.2 Nothing in this lease imposes any restriction on the use of any land or building not included in this lease. Nor does the Tenant have any standing in relation to the grant, enforcement, release or modification of land, assets or rights of any tenant or licensee of the Landlord relating to land or buildings not included in this lease.

22. LANDLORD'S NON-LIABILITY FOR ACCIDENTS ON THE LAND

22.1 The Landlord is not responsible to the Tenant or to anyone on the Land for—
(a) accident or injury on the Land, including injury resulting in death; and
(b) damage or loss to an asset on the Land.

22.2 This does not apply to the extent that the accident, injury, damage or loss occurs as a result of an act or omission of the Landlord

23. CHANGE OF ADDRESS

The Tenant shall inform the Landlord immediately of any change of address of its registered office

23.1 The Tenant shall immediately inform the Landlord of any change to the constitution and the roles of Chairperson/Secretary or equivalent.

24. DISPUTES

In the event of a conflict situation between the Landlord or the Tenant the matter shall be referred to an independent adjudicator. The adjudicator to decide the difference or dispute shall be an individual agreed by the parties or in default of the agreement on the application of any party an individual to be nominated as the adjudicator by the President for the time being of the Chartered Institute of Arbitrators (whose decision shall be binding upon the parties)

24.1 In the event of conflict between the Tenant and a plot holder the landlord may act as arbitrator if both parties in dispute agree. Both parties will be bound by the outcome of this arbitration.

25. STAMP DUTY CERTIFICATE

It is certified that there is no agreement for lease to which this lease gives effect.

SCHEDULE 1

RIGHTS GRANTED

The Tenant has such right (in common with the Landlord and all other persons having the like right as the Landlord) at all times and for the purposes connected with the Land of access on over and along the land coloured blue on the plans attached to this lease for the purposes of gaining access to and egress from the Land, but for no other purpose whatsoever

SCHEDULE 2

RETAINED RIGHTS

The Landlord retains the following rights for itself and its tenants and all other persons having the like rights:

1. Full and free right of running water and soil through the existing or any future pipes sewers drains and watercourses upon or under the Land TOGETHER WITH a right of

entry on 48 hours previous notice (except in cases of emergency) to examine increase
alter culvert and repair the same and make connections therewith

- 2. The right at all times to enter upon the Land on 48 hours previous notice (except in cases of emergency) for the purposes of examining the state and condition of the Land and performing any works relating to the Land which the Landlord may be under an obligation to carry out
- 3. All minerals and substrata whatsoever in or under the Land

THE COMMON SEAL of **CAMBRIDGE**)
CITY COUNCIL was affixed in the)
 presence of:)

Head of Legal Practice

EXECUTED as a DEED by)
VINERY ROAD PERMANENT)
ALLOTMENT SOCIETY LIMITED)
 acting by its officers:)

.....
 Director

.....
 Company secretary/Director