

DATED

2022

SWINDON BOROUGH COUNCIL

AND

HAYDON WICK PARISH COUNCIL

LEASE

of land for use as allotment gardens at Blunsdon Road, Haydon Wick, Swindon

LAND REGISTRY PARTICULARS

LR1. Date of lease	2022
LR2. Title number(s)	LR2.1 Landlord's title number(s) WT LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord SWINDON BOROUGH COUNCIL Tenant HAYDON WICK PARISH COUNCIL Other parties None
LR4. Property	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. The land delineated on the plan annexed hereto ('the Plan') and thereon edged blue ('the Demised Premises').
LR5. Prescribed Statements	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: None.
LR6. Term for which the Property is leased	From the commencement date of this lease up to and including 1 July 2109
LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	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. None.

	LR9.2 Tenant's covenant to (or offer to) surrender this lease. None. LR9.3 Landlord's contractual rights to acquire this lease. None.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property. The rights set out in the Second Schedule and the Third Schedule.Error! Reference source not found. LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property. The Third Schedule.
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Lessee	None.

2022

- to keep insured with that Company or some other Company of repute, with the prior written approval of the Landlord whose decision shall be final, in the joint names of the Landlord and the Tenant all insurable structures on the Demised Premises against loss or damage by water penetration storm tempest fire explosion or aircraft to the full value thereof and to pay all premiums necessary for these purposes when the same shall be due. Whenever required so to do to produce to the Landlord the policy or policies of insurance

and the receipt for the current year's premium or premiums and In case of damage forthwith out of the moneys received by virtue of such insurance and out of the Tenant's private moneys if necessary to reinstate the same In a good and substantial manner under the direction and to the satisfaction of the Landlord and that If the Tenant shall fail to effect or maintain such Insurance as aforesaid or to produce the receipt for any premium upon request the Landlord may do (but is not obliged to do so) all things necessary to effect or maintain such insurance and all moneys expended by it for that purpose shall be repaid by the Tenant with interest at four per centum per annum above the Landlord's Bankers Base Lending Rate in force for the time being until payment is received by the Landlord from the Tenant

- (7) Forthwith to insure with a reputable insurance company and thereafter to keep insured with that company for public liability insurance cover for a minimum of Five Million Pounds (£5,000.000) or such higher sum as is the industry's norm during the term of the Lease against any one claim and prior to the commencement of this Lease and at any time during the term produce to the Landlord the policy or policies of insurance and the receipt for the current year's premium or premiums
- (8) Not to do or permit to be done anything whereby the policy or policies of insurance on the fabric of the Demised Premises against damage by fire or otherwise for the time being or the public liability insurance cover may become void or voidable
- (9) Not at any time during the said term to assign underlet part with or share possession of the Demised Premises or any part thereof except to a body carrying on the undertaking of the Tenant in succession to it EXCEPT for agreements for individual allotment plots with residents who live in the area of the Haydon Wick Parish Council that do not create security of tenure AND such agreements will be provided to the Landlord upon demand
- (10) To keep all existing and future planted areas, trees, shrubs, hedges, and other boundary features of the Demised Premises in good order and condition, free from weeds, properly tended, fed, cultivated and any shrubs or bushes pruned and trimmed on a regular basis and not allowed to become overgrown
- (11) Not without the prior written consent of the Landlord to lop or fell any trees or hedges which may from time exist on the Demised Premises but to maintain the existing trees on the Demised Premises in good condition and in accordance with good arboricultural practice and in the event of the trees being removed due to disease or damage to replace them with such trees as may be required by the Landlord.
- (12) At all times during the said term to cultivate the Demised Premises in a proper manner and keep free from weeds, docks, thistles, and maintain the Demised Premises according to good arboricultural practice.
- (13) The Tenant is to use its best endeavours to prevent mud, stones or debris of any sort being deposited on the Blunsdon Road or adjoining footpaths as a result of vehicles, wheelbarrows, pedestrians or any third party leaving the Demised Premises or if mud, stones, or debris is washed off the Demised Premises during periods of heavy rain AND in the event of any deposits the Tenant will be responsible for removing it from Blunsdon Road or adjoining footpaths without delay and to the reasonable satisfaction of the Landlord
- (14) The Tenant must repair and maintain the Demised Premises and keep them in good and substantial repair and condition, including any temporary or permanent buildings erections and structures from time to time

situate thereon, the boundary fences around the Demised Premises, and in addition, when necessary, must carry out all works of rebuilding, reinstatement and renewal of the Demised Premises whether in whole or in part irrespective of the cost of or reason for the works and at all times must keep the Demised Premises in a well-managed and maintained condition to the approval of the Landlord and in accordance with the Permitted Use.

- (15) To indemnify and keep indemnified the Landlord from and against all actions claims costs and expenses which may be made against and in respect of personal injuries to Its servants or any persons or in respect of any damage nuisance or injury which may be suffered to any property of the Landlord or to its servants or other persons aforesaid or to any neighbouring property caused by the Tenant exercising the rights granted to it by this Lease Provided that the Tenant shall as soon as practicable give notice in writing to the Landlord of any such actions claims costs and expenses brought made or threatened against the Tenant and shall not settle adjust compromise or defend the same without the consent in writing of the Landlord who shall be at liberty at the Tenant's own expense to settle adjust compromise defend or take over the conduct of the same in the name of the Tenant who shall give such information and assistance as the Landlord may reasonably require.
- (16) The Tenant must, at their own expense, execute all works and provide and maintain all arrangements upon or in respect of the Permitted Use to comply with any statute (already passed or in the future to be passed) or the requirements of any government department, local authority, other public or competent authority or court of competent jurisdiction.
- (17) The Tenant is to use all reasonable endeavours to ensure that prior to the commencement of any works on the Demised Premises or during the said term that there is no damage or interference with any pipes cables conduits or any other services at the Demised Premises AND in the event of any such damage by the Tenant or by any third party acting expressly or impliedly with its authority the Tenant will be fully responsible and fully indemnify the Landlord for the repair or renewal of the pipes. cables, conduits or any other services at the Demised Premises.
- (18) The Tenant agrees to pay the Council's estate costs incurred in connection with this transaction in the sum of £250. The Tenant will also pay the Landlord's legal costs of £950.00, whether or not the matter proceeds to completion.
- (19) Not to use the Demised Premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose or permit or suffer to be done in or upon the Demised Premises or permit or suffer to be brought on the Demised Premises anything which may be or become a danger or nuisance or which may cause damage or inconvenience to the Landlord its lessees or tenants or occupiers of any adjoining or neighbouring property and not to use or permit or suffer to be used any part of the Demised Premises or anything connected therewith as an advertising station or for the display of boards posters notices or signs except such as may be first permitted In writing by the Landlord
- (20) Not to form or permit to be formed a rubbish or waste materials (especially inflammable materials) dump on the Demised Premises or to allow litter or materials to be blown or deposited outside the Demised Premises AND not to burn rubbish or waste materials on the Demised Premises BUT to keep all rubbish and

refuse in properly covered receptacles to the satisfaction of the Landlord AND to arrange at the Tenant's own expense for the removal of all refuse (other than refuse which the appropriate Local Authority is under obligation to remove under the Public Health Act 1936 or otherwise) from the Demised Premises at least once in each week.

- (21) The Tenant must ensure no vehicle visiting, delivering to or collecting from the Demised Premises is to park on Blunsdon Road or the adjoining public highways AND sufficient arrangements are put in place at the Demised Premises to accommodate for parking of allotment holder vehicles, vehicles making deliveries or collections and vehicles required for the maintenance of the Demised Premises
- (22) To pay to the Landlord on an indemnity basis all reasonable and proper costs, fees, Charges, disbursements and expenses (including without prejudice to the generality of the above those payable to Counsel, Solicitors, surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to or incidental to -
 - (a) every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or deferred subject to any lawful qualifications or condition or whether the application is withdrawn
 - (b) the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under sections 146 & 147 of that Act notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
 - (c) the recovery or attempted recovery of arrears of rent or other sums due from the Tenant
 - (d) any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiration of the said term
- (23) To obtain and comply with all necessary planning and building regulation consents and all or any statutory requirements and byelaws affecting the Permitted Use or occupation of the Demised Premises
- (24) To take the Demised Premises in their existing condition at the date of this Lease and lay them out as Individual allotments with associated walkways and access ways and parking areas as the Tenant sees fit and put and keep the Demised Premises into good repair and condition for the Permitted Use
- (25) To ensure that all works carried out on the Demised Premises are carried out in accordance with current Health and Safety legislation guidelines and best working practices which is to include keeping any equipment brought onto the Demised Premises properly protected and guarded at all times
- (26) To provide the Landlord upon demand a risk assessment and a method statement for any works that are carried out on the Demised Premises during the said term
- (27) Once the Demised Premises have been laid out in accordance with clause 2(24) the Tenant must grant agreements for the individual allotments without delay to the residents who live in the area of the Haydon Wick Parish Council as stipulated in clause 2 (9) AND in the future offer agreements for any plots that become vacant or unused to residents in the Haydon Wick Parish Council area from an approved waiting list at the earliest possible date
- (28) Once the Demised Premises have been laid out in accordance with clause 2(24) the Tenant is not permitted to make any alterations to the Demised Premises or erect any buildings without the Landlord's prior written consent

(29) On the expiration or sooner determination of the said term quietly to yield up the Demised Premises provided upon demand from the Landlord that the Tenant shall on or before the expiration or sooner determination of the said term hereby granted remove such boundary features around the Demised Premises temporary and permanent buildings and re-instate the Demised Premises as grassed open space to the reasonable satisfaction of the Landlord

3 THE LANDLORD HEREBY COVENANTS with the Tenant as follows:-

That the Tenant paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Demised Premises together with the rights hereby granted during the said term without any interruption or disturbance from or by the Landlord its successors in title or any person or persons claiming by through or in trust for it.

4 PROVIDED ALWAYS

- (a) that if the rent hereby reserved or any part thereof shall be in arrears for Twenty-Eight (28) days after the same shall have become due (whether legally demanded or not) or in the event of any breach of any of the covenants and agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Demised Premises and thereupon this demise shall absolutely determine but without prejudice to any rights of action or remedy of either party against the other in respect of any antecedent breach of any of the covenants on the part of either party herein contained.
- (b) that if the Tenant receives such notice from the Landlord of a breach or breaches of any of the terms of this Lease and fails to rectify the said breaches within a period of fourteen days or such other period as the Landlord considers appropriate then the Landlord may at any time re-enter the Demised Premises even if any previous right of re-entry has been waived and thereupon the said term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this Lease including the breach in respect of which the re-entry is made.

5. IT IS HEREBY AGREED AND DECLARED THAT:

- (1) The expression "the Landlord" shall where the context so admits Include the estate owner or owners for the time being of the reversion of the Demised Premises immediately expectant on the said term and the expression "the Tenant" shall where the context so admits include its successors and assigns:
- (2) Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa and;
- (3) Where any party comprises more than one person the obligations and liabilities of that party hereunder shall be the joint and several obligations and liabilities of those persons;
- (4) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings not comprised in this Lease or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenants

agreement or condition entered into by any lessee or tenant of the Landlord in respect of property not comprised in this Lease or to prevent or restrict in any way the development of any land not comprised in this Lease

- (5) Except where this Lease provides otherwise any disputes or differences arising as between the Landlord and the Tenant as to their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with this Lease shall be referred in accordance with the provisions of the Arbitration Act 1996 or any Act amending or replacing the same to a single arbitrator,
- (6) Any disputes arising as between the Tenant and the lessees tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement right or privilege in connection with the use of the Demised Premises and any adjoining or neighbouring property shall be decided either by the Landlord whose decision shall be binding upon all parties to the dispute or shall be settled in such manner as the Landlord shall direct
- (7) Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Landlord in the exercise of its functions as a local authority or as agent for any statutory undertaker and the rights powers duties and obligations of the Landlord under all enactments may be as fully and effectively exercised in relation to the Demised Premises and otherwise as if the Landlord was not the owner of the Demised Premises and this Lease had not been executed by it. Any approval or consent given or granted by the Landlord in pursuance of the provisions of this Lease shall not be deemed to be given or granted by it in any other capacity than as landlord and any consent or approval given or granted by the Swindon Borough Council as a local authority or as agent for any under-taker shall not be deemed to be given or granted by the Swindon Borough Council as landlord
- (8) Any notice to be given by the Landlord under this Lease shall be sufficiently served on the Tenant if signed by the Director of Law and Democratic Services for the time being of the Landlord or such other officer or agent as the Landlord may from time to time designate for the purpose and delivered by hand or sent by registered post or recorded delivery service to the Tenant at its registered office or such other address as the Tenant may from time to time notify in writing to the said Director of Law and Democratic Services and any notice given by the Tenant to the Landlord shall be sufficiently served on the Landlord if delivered by hand or sent by registered post or recorded delivery service to the said Director of Law and Democratic Services at the Civic Offices Swindon aforesaid
- (9) Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Demised Premises may lawfully be used under the Planning Acts for the use intended by the Tenant
- (10) Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Demised Premises are fit for the Permitted Use

- (11) The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease
- (12) It is hereby agreed and declared by the parties that the provisions of the Contract (Rights of Third Parties) Act 1999 does not apply to this Lease

This Lease shall be governed by English Law and the Parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts.

 IN WITNESS whereof the parties hereto have duly executed this document as a Deed the day and year first before written.

EXECUTED AS A DEED	)
	)
but not delivered until the date	)
	)
hereof by the affixing	)
	)
THE COMMON SEAL of	)
	)
SWINDON BOROUGH COUNCIL	)
	)
In the presence of:-	)

.....

Authorised Signatory

EXECUTED AS A DEED by)

AFFIXING THE Common Seal of)

Haydon Wick Parish Council in the)

In the presence of:-)

.....

Authorised Signatory