

DATED

1 April

2026

BRENTWOOD BOROUGH COUNCIL

(1)

BRENTWOOD HORTICULTURAL SOCIETY

(2)

LEASE

Relating to

**LAND LYING TO THE WEST OF ONGAR ROAD, PILGRIMS
HATCH, BRENTWOOD**

1 April 2026

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EX759865

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Brentwood Borough Council of Town Hall, Ingrave Road, Brentwood, Essex, CM15 8AY

Tenant

Brentwood Horticultural Society (Registered Charity Number 1210707 and Registered Company Number CE038035) of 154a Warley Hill Warley Brentwood Essex CM14 5HF

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 Property as specified in the Schedule 1.

LR5. Prescribed statements etc

None

LR6. Term for which the Property is leased

The term as specified in this lease at Clause 1.

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

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property

None

LR12. Estate rentcharge burdening the Property

None

LR2. Application for standard form of restriction

None

THIS LEASE is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR13

THIS LEASE is made the

1 day of

April

2026

BETWEEN

(1) Brentwood Borough Council, Town Hall, Ingrave Road, Brentwood, Essex, CM15 8AY
(The Landlord') and

(2) Brentwood Horticultural Society (Registered Charity Number 1210707 and
Registered Company Number CE038035 of 154a Warley Hill Warley Brentwood
Essex CM14 5HF (the Tenant')

1. DEFINITIONS

Allotments Acts

The Allotments Acts of 1908, 1922, 1925, 1926 and 1950 and any related bye-laws and legislation.

Break Date

the date stated in the break notice served in accordance with clause 6 of this Lease.

Insolvency Event

any one or more of the following:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;

(b) the making of an administration order in relation to the Tenant;

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;

(e) a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

(f) the making of a winding-up order in respect of the Tenant;

(g) the striking-off of the Tenant from the Register of Companies or the making of an application for the

Tenant to be struck-off;

(h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant dies);

(i) the making of a bankruptcy order against the Tenant; or

(j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant; or

(k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

and Insolvency Event includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Landlord's Asset
Manager**

means such individual as the Landlord shall notify to the Tenant from time to time;

Licence Agreement

means a non exclusive licence agreement granted by the Tenant to allotment holders in accordance with Schedule 3 of this Lease;

Outgoings

all rates, taxes, charges, duties, assessments, impositions and outgoings of any nature which are at any time during the Term payable either by the owner or occupier of the Property that relate exclusively to the Property, and includes charges for electricity, gas, water, sewerage, telecommunications and other services rendered to, or consumed by the Property, but excluding Rent or on any dealings with its reversion to this Lease;

Permitted Use

means use as an allotment site for recreational gardening and horticultural activities;

Property

means the statutory allotment site under section 8 Allotments Act 1925 known as land lying to the West of Ongar Road, Pilgrims Hatch, Brentwood shown edged red on the Plan attached hereto and registered with Land Registry title number EX759865 as is more particularly set out in the Schedule 1;

Rent

means the rent of £150 one hundred and fifty pounds

per annum subject to review in accordance with Schedule 5 of this Lease;

Rent Review Date means each and every fifth anniversary of the Term;

Term means the term commencing on the date hereof and terminating on **31 March 2051**

NOW THIS DEED WITNESSES as follows:

2. INTERPRETATION

2.1 All headings in this Lease are for ease of reference only and will not affect its construction or interpretation.

2.2 In this Lease, "includes", "including" and similar words are used without limitation or qualification to the subject matter of the relevant provision.

2.3 In this Lease:

2.3.1 "notice" means any notice, notification or request given or made under it;

2.3.2 a notice must be given or made in writing;

2.3.3 where service of a formal notice is required, that notice must comply with and be served in accordance with clause 9; and

2.3.4 an application for Landlord's consent must be made by formal notice.

2.4 References in this Lease to:

2.4.1 the Landlord include any other person who becomes the immediate landlord of the Tenant;

2.4.2 the Tenant include its successors in title;

2.4.3 an Act are to that Act as amended from time to time and to any Act that replaces it;

2.4.4 the singular include the plural and vice versa, and one gender include any other;

2.4.5 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.4.6 clauses, Schedules and Parts of Schedules are to the clauses, Schedule and Parts of Schedules to this Lease and references to paragraphs are to

the paragraphs of the Schedule, or Part of the Schedule, in which the references are made;

2.5 Obligations in this Lease:

2.5.1 owed by or to more than one person are owed by or to them jointly and severally;

2.5.2 to do something include an obligation not to waive any obligation of another person to do it; and

2.5.3 not to do something include an obligation not to permit or allow another person to do it.

2.6 The Tenant will hold the Landlord harmless against any breaches of its obligations in this Lease committed by:

2.6.1 any authorised occupier of the Property or its or their respective employees, licensees or contractors; and

2.6.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant.

2.7 The Landlord will hold the Tenant harmless against any breaches of its obligations in this Lease committed by any person under the control of the Landlord or acting under the express or implied authority of the Landlord.

2.8 Where the consent of the Landlord is required for any assignment of this Lease, that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement.

2.9 If any provision or part of any provision of this Lease is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Lease will not be affected.

3. LETTING

3.1 The Landlord lets to the Tenant The Property, to hold to the Tenant for the Term, yielding and paying the Rent on the basis that the Property is used for the Permitted Use.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the covenants and

conditions set out below.

4.1 Rent

- 4.1.1 The Tenant must pay the Rent on the days and in the manner specified below.
- 4.1.2 Rent is payable annually in advance on first day of April in each year.
- 4.1.3 Payment terms are 21 days from the due date and interest is payable thereafter at 4% above the base rate of Barclays Bank Plc or such other equivalent institution nominated by the Landlord from the due date until the date of actual payment.

4.2 Outgoings

The Tenant must pay all existing and future Outgoings in respect of the Property.

4.3 Alienation

- 4.3.1 The Tenant must not assign, or part with possession of the Property or any part of it save where permitted by this clause 4.
- 4.3.2 The Tenant may assign with the prior consent of the Landlord (not to be unreasonably withheld or delayed) to a Charity (as defined in the Charities Act 2011) whose objects include allotments provided further that the Tenant can demonstrate to the reasonable satisfaction of the Landlord that the prospective assignee shall have the intention and ability to fully comply with the covenants in this lease.
- 4.3.3 The Tenant may grant a Licence Agreement of the Property to the allotment holders in accordance with the conditions set out in Schedule 3 of this Lease.
- 4.3.4 The Licence Agreement of the allotment gardens between the Tenant and the allotment holders shall observe any policies and guidelines set out by the National Allotment Society from time to time.
- 4.3.5 The Licence Agreement between the Tenant and the allotment holders will automatically terminate when:
 - 4.3.5.1 the Tenant ceases to occupy the site;
 - 4.3.5.2 this Lease terminates whether by effluxion of time or otherwise.
- 4.3.6 The Tenant shall enforce the terms of the Licence Agreements.

4.4 Delivery on termination

The Tenant must deliver up the Property in no lesser state of repair and condition than exists as at the date of this Lease, with vacant possession and otherwise in accordance with the covenants in this Lease on the last day of the Term howsoever it arises.

4.5 Accounts and Income

4.5.1 The Tenant shall keep such rent accounts as the Landlord's Asset Manager in his reasonable opinion considers necessary.

4.5.2 The Tenant shall supply the Landlord's Asset Manager with a copy of an accurate financial statement relating to the letting of plots as soon as possible after the end of each calendar year. The Tenant must fully observe financial transparency at all times.

4.5.3 For the avoidance of doubt the financial statement must include the details of any additional income such as grants and fundraising.

4.5.4 The Landlord or any authorised officer thereof may inspect the Tenant's financial records relating to any of the Licence Agreements and may inspect the allotments in each case no more frequently than once per annum and upon prior written notice having been given to the Tenant.

4.5.5 For the avoidance of doubt, the Tenant is permitted to retain plot rents, trading income, external grants and other income generated for the purpose of the Permitted Use as long as those funds that arise directly from the Property (such as Licence Agreement income and membership fees) are utilised to support and promote the Permitted Use.

4.6 Reporting

The Tenant shall supply the Landlord's Asset Manager as soon as possible after receiving a written demand from the Landlord's Asset Manager, (which demands shall be issued no more frequently than once per annum) a statement indicating how it has/will maximise the potential of the Property for the Permitted Use including but not limited to the number of applicants on the waiting list, the way in which the Permitted Use of the Property is advertised, any other advertisement of the allotments whether formal or informal, activities at the allotments which are open to members and non-members and any other information the Landlord reasonably requires to discharge its statutory duties.

4.7 Use

- 4.7.1 Nothing in this lease or in any consent granted by the Landlord under this lease is to imply or warrant that the Property may be lawfully used under any planning legislation for the Permitted Use.
- 4.7.2 The Tenant will only use the Property as allotments for the Permitted Use.
- 4.7.3 The Tenant must not at any time during the term carry on or permit to be carried on any trade or business on the Property or allow the display on the Property of any advertisements or notices other than notices by the Tenant to its members, or permit the erection of (without all necessary consents and approvals from the Council's representative for the time being) any building or for such building to be used otherwise than as storage in connection with the allotment gardens save for the supply and sale of horticultural products to the Tenant's member. If the Landlord gives consent to a structure being built on the Property (other than storage sheds on individual plots), the Landlord reserves the right to claim additional rent.
- 4.7.4 The Tenant must not keep any animals or livestock on the Property PROVIDED THAT this covenant shall not prevent licensees from bringing dogs to the Property subject always to the remaining terms of this Lease.
- 4.7.5 The Tenant must use reasonable endeavours to maximise the potential of the Property for the Permitted Use which for the avoidance of doubt shall include an obligation to apply for suitable grant funding in order to comply with this covenant.

4.8 Insurance for Public Liability

The Tenant must at all times effect adequate public liability insurance for an initial minimum level of £10m (Ten Million Pounds) cover or such other reasonable sum as may be notified to the Tenant by the Landlord from time to time and shall on demand produce to the Landlord the policy of such insurance and the receipt for the last premium paid no more than once in every twelve months and shall immediately notify the Landlord if such insurance cover is not provided by the Tenant.

4.9 Fire hazards

The Tenant must not do or suffer to be done on the Property anything which may increase the risk of fire on the Property, and in particular must not store petrol, oil or similar fuel or lubricants on the Property except in the tanks of machines or with proper precautions and in such quantities as may be reasonably required for day-to-day use by members of the Tenant. The Tenant must also fully observe the Control of Substances Hazardous to Health Regulations 2002.

4.10 Shooting

No person whatsoever may shoot on or over any part of the Property.

4.11 Boundary structures

The Tenant must not cause or permit damage to any hedges, fences or gates on or abutting the Property.

4.12 Waste

The Tenant must dispose of all waste in a responsible manner.

4.13 Repair and Maintenance

Save for items which are a Landlord obligation in this Lease the Tenant shall undertake full responsibility for repair and maintenance to a good standard and condition of all structures, items, fixtures, fittings, equipment and those items set out in Schedule 2.

4.14 Health & Safety

The Tenant shall at all times fully observe and comply with Health & Safety Regulations on the Property and deal with the treatment, monitoring, and control of Legionella.

4.15 ~~Parking and Unloading on the accessway~~

~~Other than for the purposes of loading and unloading not to park or allow permit or suffer to be parked any vehicle in any road adjoining or serving the Property nor to cause or allow permit or suffer to be caused any obstruction of the same.~~

*Birketts
LLP*

4.16 National Allotment Society Guidance and Good Practice

The Tenant shall observe any guidance published by the National Allotment Society from time to time or any other Society that may replace the National Allotment Society. The Landlord may require assurance and evidence that these guidelines are being followed.

4.17 Reimburse costs incurred by Landlord

4.17.1 The Tenant must pay on demand the Landlord's proper costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

4.17.1.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;

- 4.17.1.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent.

4.18 Encroachment

- 4.18.1 The Tenant is responsible for taking reasonable steps to prevent encroachment onto the Property and to inform the Landlord as soon as practicably possible should there be such an attempt.
- 4.18.2 Notwithstanding the Tenant's obligation at clause 4.18.1 the Tenant must in addition help the Landlord in any way that the Landlord reasonably requests to prevent the acquisition of any rights so long as the Landlord meets the Tenant's costs.

5. RE-ENTRY AND FORFEITURE

- 5.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- 5.1.1 The rent or any part thereof is in arrears for more than twenty one days of a written demand which shall set out the consequences of this clause 5.1;
- 5.1.2 There has been a breach of any of the material covenants or conditions on the part of the Tenant to be performed which are not capable of being remedied;
- 5.1.3 The Tenant has used the Property for a use other than the Permitted Use and the Tenant has not remedied this breach within 3 months of receiving notice from the Landlord to do so;
- 5.1.4 25% or more of the allotment holders have failed to cultivate their respective allotment gardens to ensure that they are regularly tended and maintained as reasonably necessary including planting, watering, weeding, pruning, harvesting, repairing and maintaining any shed or other structure and keeping the allotment free from rubbish and the Tenant has not remedied this breach within 3 months of receiving written notice from the Landlord to do so;
- 5.1.5 The registration of the Tenant as a Charity (as defined by the Charities Act 2011) is cancelled or suspended otherwise than with the consent of the Landlord (acting reasonably) in connection with the amalgamation of the Tenant with, or the transfer of the engagements of the Tenant to, another society having as one of its objects the provision of allotments;
- 5.1.6 The Tenant as a Charity shall become moribund with no reasonable

likelihood of the objects of the Charity being continued;

5.1.7 An Insolvency Event.

- 5.2 Then the Landlord may at any time subsequently re-enter the Property or any part of it in the name of the whole, and upon such re-entry this lease shall absolutely determine but without prejudice to any right or remedy of the Landlord or the Tenant in respect of any antecedent breach of the covenants of this lease.

6. LANDLORD BREAK RIGHT

- 6.1 Subject always to the requirements of the Allotments Acts and any subsequent related legislation and any requisite Secretary of State consent(s) thereunder, the Landlord may terminate this lease at any time after giving not less than twelve (12) months' notice in writing to the Tenant on account of the said allotment site or part or parts being required:

6.1.1 for any purpose other than allotment purposes to which it shall have been appropriated under any statutory provision; or

6.1.2 for any development within the meaning of the Town and Country Planning Act 1990 and any statutory extension modification consolidation or re-enactment thereof

and for the avoidance of doubt the notice shall specify the Break Date.

- 6.2 Subject to clause 6.1 and the Landlord having complied with the requirements of section 8 of the Allotment Acts 1925 (or any future related provision) following service of a Break Notice this lease shall terminate on the Break Date.

- 6.3 Time shall be of the essence in respect of all time periods and limits in this clause.

- 6.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

7. LANDLORD'S COVENANTS

- 7.1 The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

- 7.2 The Landlord shall repair and maintain the boundary features (including boundary trees) of, and gates to, the Property as it deems necessary and for the avoidance of doubt the Landlord shall act within a reasonable period of time to carry out any repairs and maintenance required to comply with health and safety laws.

- 7.3 Subject to receipt of reasonable notice from the Tenant, the Landlord shall temporarily open the gates or other barriers to the Property to enable access and egress by large

vehicles for the purpose of deliveries and collections from time to time which are in connection with the Permitted Use.

7.4 The Landlord shall be responsible for the substantial and ancient trees on the Property (but not any self-seeded trees).

7.5 The Landlord shall procure mains water to the Property and agrees to take responsibility for, and maintain in a good state of repair, the unadopted water pipes and equipment serving the Property which are situated outside the Property boundary.

7.6 **Insurance**

7.6.1 The Landlord shall insure and keep insured throughout the Term the Property and any structure (if any) thereon save for structures erected by the Tenant or allotment holder in the full reinstatement value of the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord in its discretion decides to insure against from time to time.

7.6.2 The Landlord shall upon request produce to the Tenant a copy or details of the insurance policy.

7.6.3 In case the Property or any part thereof be destroyed or damaged by any of the risks insured against the Landlord shall cause all monies received by virtue of such insurance to be laid out in rebuilding or reinstating the Property to substantially the same as it was prior to such event subject to receipt of any necessary consents.

7.6.4 The Landlord shall not be obliged to insure if and to the extent that:

7.6.4.1 Any abnormal excess, exclusion, condition or limitation imposed by the Landlord's insurer applies; or

7.6.4.2 The Landlord's insurance has been void or voidable by reason of any act, neglect or default of the Tenant, undertenant, predecessor in title, any employee, servant, agent, licensee or invitee of any of them.

8. **NOTICES**

8.1 Any notice to be given in connection with the Lease shall be deemed to be properly given if:

8.1.1 It is sent by registered post, recorded delivery or left at the Tenant's registered office from time to time and a copy sent by email to: membershipsec.brentwoodhs@gmail.com or such other email address as notified to the Landlord from time to time; and

8.1.2 To the Landlord by name at the address given for him in this Lease (for the attention of the Assets Management Department), or to an agent for him whose appointment has been confirmed to the Tenant in writing.

8.2 If so sent, a notice shall be deemed to have been served not later than five (5) working days following the day on which it was posted.

8.3 Service of a formal notice by fax or e-mail is not a valid form of service under this Lease.

9. COMPENSATION

9.1 The Tenant shall not be entitled to compensation for any of the improvements mentioned in Part I of Schedule 2 to the Small Holdings and Allotments Act 1908 or for any of the Improvements mentioned in Part II of that Schedule as amended by the Small Holdings and Allotments Act 1926 Section 21 and Schedule 1 unless the Landlord has, before the making or execution of such improvements, consented in writing.

9.2 At the end of the Term howsoever it determines the Tenant shall not be entitled to any compensation for lost crops under cultivation under section 2 of the Allotments Act 1922.

10. CHARITIES ACT 2011 CERTIFICATE

The Property (or as the case may be) will, as a result of this lease (or as the case may be), be held by (or in trust for) the Tenant, a non-exempt charity, and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

11. LOCAL AUTHORITY FUNCTIONS AND LIABILITY

11.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Landlord under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the Property as if it were not the owner thereof and as if this Lease had not been executed by it.

11.2 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in 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.

12. LIMITATION OF LIABILITY

It is hereby agreed by all the parties to this Lease that the liability of the Tenant shall

not be personal and shall be limited to the assets the Tenant holds as Trustees of the
Brentwood Allotment Society
Horticultural

*Birkbells
LLP*

13. EXCLUSION OF SECTIONS 24-28 OF THE 1954 ACT

13.1 a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on *23 January 2026* (a copy of which is annexed to this lease);

13.2 a statutory declaration dated *25 February 2026* complying with paragraph 8 of Schedule 2 to that Order was made by *Angela Hyams* whom the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf.

13.3 The parties agree that the provisions of sections 24 to 28 of the 1954 Act shall be excluded in relation to the tenancy created by this lease.

13.4 there is no agreement for lease to which this lease gives effect

SCHEDULE 1

THE PROPERTY

The allotment site known as Ongar Road Allotments being part of the freehold land forming part of Title Number EX759865 registered with absolute title at HM Land Registry for the purpose of delineation only shown edged red on the plan attached to this Lease.

SCHEDULE 2

1. Provision of water supplies within the curtilage of the Property.
2. Watercourses culverts sheds or other structures including trading sheds (if any) within the curtilage of the Property.

SCHEDULE 3

THE CONDITIONS TO BE INCORPORATED IN EACH LICENCE AGREEMENT OF ALLOTMENT GARDENS.

The allotment holder of an allotment garden shall comply with the following conditions:

1. They are a resident in the borough.
2. They shall keep the allotment plot clean and in a good state of cultivation and fertility and in good condition using techniques which do not cause long term environmental damage.
3. They shall not cause any nuisance or annoyance to the occupier of any other allotment garden or neighbouring property or obstruct any path set out by the Landlord for the use of the occupiers of the allotment gardens.
4. They shall not underlet assign share or part with the possession of the allotment garden or any part of it.
5. They shall not without the prior written consent of both the Landlord (for the attention of the Asset Manager of the Landlord) and the Tenant cut or prune any trees save for those planted by them or their predecessors and take sell or carry away any mineral gravel earth sand or clay.
6. They shall not cut or trim or in any way interfere with any hedge that forms part of the Property boundary.
7. They shall not plant bring on to the allotment garden or allow to grow any tree, save for trees grown from dwarfing root stock to a maximum height of 2 (two) metres.
8. They shall not remove or otherwise interfere with the boundary pegs defining the allotment gardens.
9. They shall not take a dog upon the allotment gardens unless it is under proper control and on a lead.
10. Unless otherwise agreed by the Landlord, they shall not keep any animals or livestock of any kind on the allotment garden.
11. They shall indemnify the Tenant and the Landlord in every respect with regard to compliance with all regulations existing in relation to the keeping of bees and against any right of action that may arise against the Tenant or the Landlord as a result. Such bees may not be maintained for commercial retail use and they will agree in writing in advance with the Tenant the scope and extent of such use.
12. They shall not sell produce for commercial gain save for small amounts of oversupply.
13. They shall not allow the verges and dividing paths to become obstructed dirty or

overgrown with grass and weeds.

14. They shall lock the access gates upon entering and leaving the allotment gardens. Failure to observe this rule may give rise to termination of membership by the Tenant.
15. They shall not deposit or discharge any deleterious or toxic matter (either liquid or solid) either onto the allotment garden or into any drainage channel or onto any neighbouring garden or land.
16. They shall not light any bonfires upon the allotment garden.
17. They shall not erect any building/structure on the allotment garden unless the Tenant and they have both requisite consents and approvals under the planning legislation and the building/structure complies with the specification prior approved by the Tenant (such approval to be in writing or generally for site sheds and the like). They shall not allow such building/structure to fall into disrepair.
18. They shall not erect any pond upon the allotment garden.
19. They shall not use barbed wire for a fence (or any other material which could cause injury) adjoining any path set out by the Landlord for the use of the occupiers of the allotment gardens.
20. They shall as regards the allotment garden observe and perform all conditions and covenants contained in this Lease save for the payment of Rent to the Landlord.
21. They shall observe and perform any other special conditions which the Landlord considers necessary to preserve the allotment gardens from deterioration in accordance with these Rules.

SCHEDULE 4

PART A

RIGHTS RESERVED

1. SERVICES

To the Landlord and its tenants and occupiers for the time being of any adjoining and neighbouring Property and all other persons entitled thereto at all times the right of free passage and running of pipes cables wires laid or to be laid upon under or over the Property.

2. RIGHT OF ENTRY FOR LAYING PIPES

At any time during the Term upon giving one months' notice to enter (or in an emergency to enter without notice) the Property to connect remove lay or relay replace alter pipes wires cables and conduits or execute any works whatever to or in connection with the water gas and electricity supply with minimum disruption to the Permitted Use.

3. RIGHT OF WAY

To the Landlord and any other person authorised by the Landlord to go pass and repass through over and along the Property at all times by day or night for any reasonable purpose.

4. RIGHT OF ENTRY FOR INSPECTION

The right to enter the Property at any time for any purpose connected with this lease on giving prior notice and in any event not less than once a quarter.

PART B

RIGHTS GRANTED

1. SERVICES

To the Tenant and its licensees and occupiers for the time being of the Property and all other persons entitled thereto at all times the supply of a clean water supply to the Property.

2. RIGHT OF WAY

To the Tenant and its licensees and occupiers for the time being of the Property and all other persons entitled thereto to go pass and repass with or without vehicles through over and along any land belonging to the Landlord at all times by day or night for any purpose to and from the Property from and to the nearest adopted highway.

SCHEDULE 5

1. Defined terms

1.1 This **Schedule 5** uses the following definitions:

"Base Figure"

- (a) on the first Rent Review Date, **139.4** (being the Index figure for the month of January preceding the first day of the Term);
- (b) on each succeeding Rent Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month of January preceding the Rent Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Rent Review

2.1 On each Rent Review Date, the Main Rent is to be reviewed to the higher of:

- 2.1.1 the Main Rent reserved by this Lease immediately before that Rent Review Date; and
- 2.1.2 the revised Main Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Main Rent;

A is the Main Rent reserved immediately before the relevant Rent Review Date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Main Rent

3.1 If the Main Rent is increased, the Landlord must notify the Tenant in writing as soon as possible after the Rent Review Date.

4. Changes in the Index

4.1 If the Index is no longer published or if there is any material change in the way it is

compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Main Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.

If the parties are unable to agree a basis for the Revised Indexation then, if either party requests it, the parties must make a joint application to the President of the Institute of Chartered Accountants in England and Wales to appoint an arbitrator to do so. The parties must accept the identity of the nominated arbitrator and jointly appoint them to conduct the arbitration. The arbitration must be conducted in accordance with the Arbitration Act 1996.

5. **Time not of the essence**

For the purpose of this **Schedule 5** time is not of the essence.

Pa6 Rev



Asset Management

Adrian J Tidbury

Estates and Valuation Surveyor



Town Hall
Ingrave Road
Brentwood
Essex.
CM15 8AY
Tel: 01277 312500

Title

**Ongar Road
Allotments
9,045 m2**

Drawn By	AJT
Scale	1:1250 @ A4
Date	June 2018
Checked	
Revisions	
Drawing No.	T/AJT/4413

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THE COMMON SEAL OF)

BRENTWOOD BOROUGH COUNCIL)

was hereunto affixed)

in the presence of:)

Paula [signature]

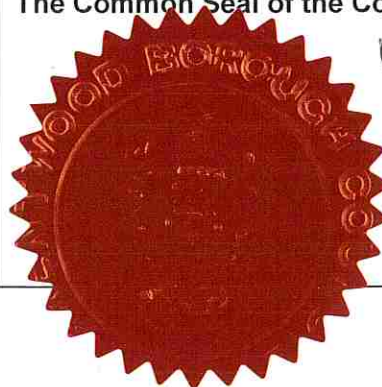
AG del [signature]

Signature:

Job Title:

The Common Seal of the Council

117/25



Executed as a deed by **BRENTWOOD HORTICULTURAL**

SOCIETY (a Charitable Incorporated Organisation)

acting by

and

two of its trustees

Signature of first trustee: _____ Trustee 1

Signature of second trustee: _____ Trustee 2