

THIS LEASE is made the Second day of December Two thousand and Thirteen BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET (hereinafter called "the Corporation" of North London Business Park, Oakleigh Road South, London N11 1NP of the one part and Pointalls and District Allotments Society Limited of registered No : 9014R situate at registered office 14, Park Crescent, Finchley, London N3 2NJ (hereinafter called "the Tenant")

WITNESSETH as follows:-

INTERPRETATION

1. In this Lease the following words or expressions shall have the following meanings
 - (1) "Allotment Garden" means an allotment not exceeding 20 poles which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by himself and his family
 - (2) "The Corporation's Legislative Duty" means pursuant to the Equality Act 2010 ("the Act") a legislative duty to have 'due regard' to eliminating unlawful discrimination, advancing equality and fostering good relations in the context of age, disability, gender reassignment, pregnancy, and maternity, religion or belief and sexual orientation
 - (3) "Household" shall describe persons who live together under the same roof and compose a family or live as a family unit
 - (4) "Member" shall mean a member of the Tenant who is a tenant of an Allotment Garden on the Property
 - (5) "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
 - (6) "Plan" shall mean the plan or plans annexed
 - (7) "the Property" means the land, being statutory allotment land (as defined under the Allotments Act 1908), shown edged red on the Plan as more particularly defined in the Schedule 1 hereto and unless the contrary is expressly stated "the Property" includes any part or parts of the Property

- (8) "Trading Hut" shall mean any building/s upon the Property in which are stored horticultural supplies and other agricultural aids for sale by the Tenant solely to its Members or which is used for the ancillary purposes of the Tenant relating to allotments which shall include use as offices, meetings, providing refreshments and other ancillary purposes of a like nature
 - (9) "Rent" shall mean the yearly rent of a peppercorn
 - (10) "the Term" shall mean a term of 38 years commencing on and including 1st April 2013 and shall in all other respects include any period of holding over or continuance thereof whether by statute or common law

 - (11) "the Tenant" includes any person who is for the time being bound by the tenant's covenants in this Lease
 - (12) 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
 - (13) Reference of this Lease to any Act of Parliament shall include any Act or other statutory provision amending or replacing the same
 - (14) Where the Corporation 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
 - (15) 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
 - (16) Headings to clauses paragraphs and schedules do not affect the construction of this Lease.
2. IN consideration of the rent and covenants hereinafter reserved and contained the Corporation lets to the Tenant the Property for the Term TOGETHER with the rights set out in the Schedule 2 hereto EXCEPTING AND RESERVING unto the Corporation its successors in title and all others entitled thereto the rights set out in Schedule 3 hereto SUBJECT to and with the benefit of all and any existing lettings affecting or relating to the Property as may have been granted by the tenants under the Lease mentioned in Clause 10 (of which

lettings the Tenant acknowledges it has full knowledge) and SUBJECT to all rights easements privileges restrictions and stipulation of whatever nature affecting the Property YIELDING AND PAYING THEREFOR during the Term the Rent such rent to be paid if demanded in advance by equal yearly payments on the 1st day of April of each year.

3. THE Tenant hereby covenants with the Corporation as follows:-

- (1) To pay the Rent at the times and in manner aforesaid without deduction
- (2) Subject to any relief that the Corporation may at its discretion be able to provide to the Tenant 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. The Corporation will have due regard to the financial impact adverse or otherwise upon the Corporation in granting any such relief as aforementioned. In the event of there being no such adverse impact arising then the Corporation will look favourably upon granting such relief
- (3) To ensure (i) the Tenant through its officers and Members shall support and enable the Corporation to discharge its public sector equality duty as set out in the Act, and (ii) in granting allotment sub lettings not to do anything which contravenes or which is likely to contravene the Corporation's Legislative Duty
- (4) (i) To hold the Property for the benefit of the Tenant and its members
(ii) Not to transfer assign sublet share occupation of or part with possession of the Property or any part thereof PROVIDED THAT:-
 1. In the case where the Tenant is trustees of an unincorporated association (in this Clause 3 called 'association') pursuant to Clause 3(4)(ii)2 there shall be permitted the transfer of the whole of the Property to such new or other trustees of the association as may be appointed by the association pursuant to its Constitution
 2. In the event of the Tenant becoming an association then the Tenant may be permitted to assign the whole of the Property to the trustees of the association and vice versa. In the case of such a transfer to an association references in clauses 1(4),

1(8), 3(3), 3(4)(i), 3(4)(ii)4, 3(6)(iv), 3(12), 3(9), 3(15), 3(17), 3(26), 3(32), 3(37), 5(3), 5.4(ii) and (iii) and paragraph 4 of Schedule 3 in this Lease to 'the Tenant' will be substituted by references to 'the association'

3. The Property may be sublet in plots to members of the Tenant for the purpose of Allotment Gardens under the Allotments Acts and such sub-lettings shall be upon the basis of a written and signed tenancy agreement

4. The Tenant may not sublet more than 20 poles per individual or 40 poles of land to any one member of the Tenant or persons within the same Household at any one time

5. The Tenant may assign the whole of the Property to another association (whether incorporated or not) so long as any such association or the trustees of any association at the time of the assignment has an allotment lease in similar form to this Lease granted by the Corporation and the allotments comprised within such lease have been run by such association or trustees in keeping with the terms of it's lease. In the case of an assignment to an unincorporated association references to "the Tenant" will be substituted by references to "the association" as per the clauses enumerated in Clause 3(4)(ii)2

6. (i) Every subletting permitted under Clause 3(4)(ii)3 shall be granted at a reasonable rent which reflects the terms of the subletting

(ii) Every subletting as aforesaid must contain the following provisions:-

(a) covenants by the subtenant to comply with and observe the conditions of this Lease in so far as they relate and affect the sublet plot and prohibiting the subtenant from doing or allowing anything (in relation to the sublet plot) which is inconsistent with or in breach of the provisions of this Lease

(b) for re-entry by the sub landlord on breach of any covenant by the subtenant

(c) imposing an absolute prohibition against all dealing

with the sublet plot including without limitation assignment or subletting of the whole

- (d) imposing a provision that upon the date on which this Lease or the right of occupation of the Tenant under this Lease ends then the subletting will end also on that date

7. Within 28 days of any assignment of the whole of the Property permitted under the Clauses 3(4)(ii)1 and 5 or new Trustees are appointed as provided for in Clause 3(4)(ii)1 then the Tenant must produce a certified copy of any relevant document (including if relevant the Association's minutes appointing new trustees) for registration with the Corporation

- (5) To keep the Property reasonably tidy and clear of weeds and rubbish and reasonably well and properly cultivated and maintained
- (6) At all times during the Term to keep:-
 - (i) every hedge that forms part of the Property (including without limitation all perimeter and boundary hedges where shown marked with an inward 'T' mark on the Plan) properly cut and trimmed except for the avoidance of doubt any hedges that fall within the Property (other than perimeter and boundary hedges) which are unfit or unsuitable for subletting pursuant to Clause 5(1)
 - (ii) all Pipes on the Property which exclusively serve the Allotments in reasonable repair (including repairing leakages from Pipes and making good any damage done 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
 - (iii) all ditches and watercourses clear of obstructions and open
 - (iv) and maintain properly in repair; all buildings roads footpaths gates and fences within the boundaries of the Property (and all perimeter and boundary gates and fences where shown marked with a inward 'T' on the Plan) (any boundary T marked in red and pointing outwards will be the responsibility of the adjoining land owner)but 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

- (v) all trees in or upon the Property regularly inspected and properly maintained
- (vi) to keep and maintain road hedges pipes etc in a safe and sound condition

PROVIDED ALWAYS FIRSTLY that no obligation will arise upon the Tenant under this Clause 3(6) or under Clause 3(23) but only in so far as any such obligation relates to each of the specific matters listed in the Schedule of Condition contained in Schedule 7 until such time as the Corporation has complied with Clause 4(5) of this Lease in relation to the specific matter concerned (for the avoidance of doubt this proviso does not temporarily release or otherwise release the Tenant from complying with all its other obligations under Clauses 3(6) and 3(23) where such obligations do not relate to or affect each of such specific matters listed in the Schedule of Condition and in respect of which the Corporation is responsible for under Clause 4(5). Moreover upon the Corporation complying with its obligations under Clause 4(5) in relation to any one specific matter then the Tenant's obligation for the relevant specific matter will immediately take effect) and PROVIDED ALWAYS SECONDLY that the forgoing covenants in this Clause 3(6) in so far as they relate to all buildings roads gates fences hedges pipes on the Property and within the near vicinity of the Property ditches watercourses trees and footpaths shall not impose an obligation on the Tenant to maintain or give up such buildings roads etc as aforesaid in a better state or condition than that as at the commencement of the Term as evidenced by the Schedule of Condition contained in Schedule 7

- (7) 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
- (8) Not to import store or allow soil fill material from an external source and any rubbish or other materials or items 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
- (9) Not permit any fires or bonfires to be lit on the Property except (i)

bonfires (for the purpose of burning vegetation and like matter) by allotment holders on their respective allotment plots on no more than one specified day of each month during the months May to September (days to be specified and advertised by the Tenant) and at any time on any day during the months October to April (ii) bonfires by the Tenant for communal purposes at an appropriate location under the supervision of a proper and responsible designated person on no more than one occasion each month during the months May to September days to be specified by the Tenant and at any time on any day during the months of October to April

- (10) Not to use any barbed wire other than in compliance with all Barbed Wire Regulations
 - (11) (i) Not to permit the construction of permanent structures on individual allotment plots or anywhere else on the Property save for any Trading Hut as so far as it can be construed as a permanent structure and (ii) not to allow any temporary structures to be constructed on individual allotment gardens to exceed 2.5 metres in height and a total 20% of an individual plot. Any Trading Hut shall be of single storey height (ie. not exceeding 2.9 metres in height) and the floor areas of Trading Huts on the Property shall not exceed in aggregate an area of 20 poles. Such Trading Huts and temporary structures to be constructed on the Property in a good and workmanlike manner and to be kept in a reasonably good state of repair.
- 11.1 The Corporation will not enforce clause 11 above in relation to the current Trading Hut on the site exceeding a height of 2.5 Metres.
- (12) Not to erect notices or advertisements upon the Property whether of a temporary or permanent nature. PROVIDED ALWAYS that notices or adverts not exceeding four square metres relating to the Tenant activities in connection with or in relation to Allotment Gardens or activities permitted under the provisions of this Lease shall not be a breach of this provision At the termination or sooner determination of the Term all such notices or advertisements shall be removed from the

Property (except any which the Corporation may wish to retain) and the same reinstated to its former condition

- (13) Not without the prior written approval of the Corporation (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
- (14) To keep and maintain the boundaries of the Property as laid out by the Corporation and not without the prior written consent of the Corporation (such consent not to be unreasonably withheld or delayed) 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
- (15) To display the Tenant name and appropriate contact telephone number(s) and/or contact details on or adjacent to the main gate of the Property
- (16) To obtain any necessary permission in accordance with the Town and County Planning Act 1990 for any development permitted under Clause 3(11)
- (17) Not to use the Property other than as Allotment Gardens or any ancillary use or activity which is in keeping with use of Allotment Gardens and in particular not to carry on or permit to be carried on any trade or business thereon SAVE THAT trading ancillary to the use of Allotments Gardens by the Tenant for the sole benefit of its Members shall not be in breach of this provision. The Tenant may also engage in ancillary fund raising activities on the Property (being for example open days, fetes, barbecues or other activities of a like nature) provided such funds are used for the benefit of the community and/or Property and such activities are not in breach of the terms of this Lease or the Allotments Acts 1908 to 1950
- 18 Not to grant or purport to grant any right interest licence or easement in

or over the Property except the Tenant may grant individual access licences to residents of properties who (i) have gates to their properties forming part of the boundaries to the Property and (ii) have existing Allotment Garden tenancies at the Property at the date hereof or have a subletting of an Allotment Garden granted pursuant to Clause 3 (4)(ii)2. The access licences will be for the purpose of such residents gaining access to and egress from their respective Allotment Gardens comprised within the Property. The form of licence will be substantially in the form contained in Schedule 6 or as otherwise may be agreed between the Corporation and the Tenant

18(i) The Council will not enforce the above mentioned covenant against the Tenant in relation to the current licence with Long Pasture subject to the licence with the proviso that the licence with Long Pasture shall determine on termination of the Agreement.

- (19) 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 Corporation or to the owners or occupiers of other property in the neighbourhood
- (20) 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 Corporation immediately if any encroachment is made or easement acquired or if any attempt is made to encroach or acquire an easement
- (21) At all reasonable times and upon the Corporation giving prior written notice (save in the case of emergency when no written notice shall be given) to allow the Corporation (by any agent officer or servant) 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 and upon any notice being served by the Corporation in respect of any breach of any of the covenants herein contained forthwith to comply with such notice and execute in accordance therewith any repairs or other works thereby required to be carried out

- (22) On vacating the Property to deliver up the Property (with vacant possession) in a condition consistent with the covenants and conditions herein contained
- (23) 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
- (24) To pay the reasonable and proper costs and expenses including Solicitor's costs and surveyor's fees incurred by the Corporation in connection with any notice served under Section 146 of the Law of Property Act 1925 requiring a breach of covenant to be remedied
- (25) The Corporation 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 Corporation 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
- (26) To ensure that the Tenant is constituted and substantially complies with the "minimum criteria for allotment society constitutions" as set out in Schedule 5
- (27) 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 Corporation in writing of such appointment of a new Trustee
- (28) To exercise preference in letting allotment plots to Members who are residents of the London Borough of Barnet

- (29) To keep and maintain up to date:-
- (a) copies of each of the sub-letting tenancy agreements permitted under Clause 3(4)(ii)3
 - (b) registers of applicants for sub-lettings together with the date of receipt of each application
 - (c) registers of the individual Allotment Gardens and the names and addresses of the Members to whom they are sublet and
 - (d) copies of access licenses permitted under Clause 3(18) and to permit the Corporation by its officers to inspect any of the above at all reasonable times
- (30) Other than any rent paid in respect of 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 maintenance improvement and development of the Property and the facilities and services provided upon the Property
- (31) To submit annually to the Corporation an annual return completed substantially in accordance with the specimen at Schedule 4
- (32) (i) To indemnify and keep indemnified the Corporation its officers and servants 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 of the Allotments 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 Corporation its employers and agents and any claims demands payments liabilities proceedings costs and expenses arising directly or indirectly out of a breach by the Corporation of its obligations under this Lease.
- (ii) To put in place on or before the date of this Lease appropriate public liability insurance with a minimum level of cover of £5 million or such other sum as the Corporation may reasonably consider necessary from time to time in respect of any one incident (the number of incidents to be unlimited) with reputable insurers or underwriters and to produce to

the Corporation on demand 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 Corporation may do all things necessary and any monies expended by the Corporation for that purpose shall be repayable by the Tenant on demand and recovered as additional rent

- (33) To insure and keep insured during the Term any Trading Hut or any other substantial like building owned by the Council and constructed on the Property (but excluding there from 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 Corporation may from time to time acting reasonably require and upon every reasonable request produce or procure to the Corporation a copy of or a sufficient extract from the policy of such insurance and receipts or receipts for the last premium paid
- (34) If such buildings (or any part or parts thereof) insured pursuant to Clause 3(33) are damaged or destroyed to lay out or procure to be laid out the insurance monies in rebuilding and reinstating such buildings making up any difference between the cost of rebuilding and reinstating and the monies received out of the Tenant's own funds but for the avoidance of doubt subject to the limitation contained in Clause 5(3)
- (35) 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 and provided that they are well and humanely cared for and that they do not cause any danger nuisance interference disturbance or annoyance to plot holders or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property
- (36) To comply at all times in relation to personal data (as defined in Section 1(1) of the Data Protection Act 1998 (DPA) with the DPA and any

equivalent or associated legislation and not to knowingly do anything to be done which might lead to a breach of the DPA. Such provisions include but are not limited to (1) adopting appropriate security measures to prevent unauthorized or unlawful processing of such personal data and accidental loss or destruction of or damage to it (ii) not retaining such personal data for any longer than is necessary and securely destroying it when no longer required and (iii) not disclosing information to any third party without prior knowledge or consent of an individual who is the subject of such personal data

4. THE Corporation hereby covenants with the Tenant as follows:-

RIGHT TO QUIET ENJOYMENT

- (1) That the Tenant paying the said rent and performing the covenants on its part hereinbefore contained shall peaceably hold and enjoy the Allotments during the Term without interruption by the Corporation or any person claiming under or in trust for it

DUTY TO KEEP THE TENANT INFORMED

- (2) To use its reasonable endeavours to respond in a substantive and expeditious and appropriate manner to any proper and reasonable enquiries made in writing by the Tenant
- (3) To keep the Tenant informed of the names and contact details of the relevant Corporation personnel who have responsibility for allotment matters
- (4) To inform the Tenant as soon as reasonably practicable of any relevant information that comes to the knowledge of the Corporation that has a substantial bearing upon the use and enjoyment of this Lease
- (5) To carry out the works (described under the column headed 'Intervention required by LBB' contained in the attached Schedule of Condition) as soon as reasonably practicable and in any case no later than two years after the term commencement date of this Lease

DUTY TO DEAL WITH ANY CLAIMS

- (6) To deal with any claims as a direct result of any work not carried out in relation to clause 5 above as notified to the Corporation by the Tenant.

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

- (1) That the Property is let by the Corporation substantially for the purpose of sub-letting as Allotment Gardens as provided for in this Lease and the provisions of the Allotments Acts 1908 to 1950 as to Allotment Garden tenancies and compensation shall apply accordingly. For the avoidance of doubt any areas of the Property as at the date hereof which are unfit or unsuitable for sub-letting because of their condition, location or use as at the date hereof need not be sub-let by the Tenant and may remain in their current condition or use at the date hereof unless the Tenant decides to sub-let them
- (2) 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 Corporation of any land or premises adjoining or neighbouring the Property
- (3) 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 Corporation to pursue exercise or enforce any right or remedy in respect of any breach against the personal estate property effects or assets of any Member or against any asset for the time being vested in the Tenant which are not Tenant assets
- (4) This Lease may be determined by re-entry by the Corporation at any time after giving one month previous notice in writing to the Tenant
 - (i) if it appears to the Corporation acting reasonably that the Tenant has not duly observed the covenants and conditions contained herein
 - (a) and has not remedied such a breach within a three month period following receipt of written notice of such breach from the Corporation and
 - (b) and such breach has continued for a period of three months the Tenant shall cease to exist or being an incorporated association or a Company shall be wound-up

and/or be liquidated

ii) if the Tenant shall cease to occupy or require the Property or any part thereof then and in any such case the Corporation may re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the Corporation's right of action in respect of any antecedent breach of any of the covenants or conditions herein contained

- (5) Any notice hereunder shall be in writing and any notice to the Tenant shall be sufficiently served if sent by pre-paid post to the Tenant at their above mentioned address or such other address as is the registered office of the Tenant for the time being or otherwise as may be notified in writing by the Tenant to the Corporation and any notice to the Corporation shall be sufficiently served if sent in like manner addressed to the Chief Executive at North London Business Park Oakleigh Road South London N11 1NP or such other office as is the office for the Chief Executive for the time being or otherwise as may be notified in writing by the Corporation to the Tenant

6. RESOLUTION OF DISPUTES

- (i) In the event of any dispute or anticipated dispute arising between the parties hereto in relation to this Lease they shall each use reasonable endeavours to settle any such dispute between themselves without reference to a third party
- (II) Failing the above in (i) any such dispute or difference arising between the parties may be referred to an expert or mediator as the parties shall agree
- (ii) Where and for whatever reason resolution of the dispute is not effected by negotiation expert or mediator the matter shall be referred to a County Court for final resolution

7. UNUSED LAND

If more than 25% in total of the cultivatable area of Property becomes

untenanted (by not being sublet) and unused continually for a period of 36 consecutive months then the Corporation and the Tenant (both parties acting reasonably) shall agree an action plan to reduce the proportion of such area of the Property to below 25% within the following 36 months. Should the action plan fail to do so then the Corporation shall be entitled to recover from the Tenant such area of the Property which continues to be unused and/or untenanted. In recovering such area there shall be put in hand by the Tenant the movement of any sublet plots to another part of the Property as may be required by the Corporation to ensure any such area recovered will not be fragmented

8. FURTHER LEASE

At the expiration of the Term the Corporation will look to be willing to grant a further lease to the Tenant on such terms as may be similar to the terms contained in this Lease and at a peppercorn rent but any such willingness by the Corporation must be at the Corporation's sole discretion and will take into account the policy considerations of the Corporation at that time

9. KNOWLEDGE OF RELEVANT MATTERS

The Corporation has endeavoured to notify the Tenant of all relevant matters relating to the Property of which the Corporation has knowledge at the date hereof and which affect the Tenant's decision to enter into this Lease

10. SURRENDERED LEASE

The Lease dated 1st April 2000 made between (1) The Mayor and Burgesses of the London Borough of Barnet and (2) Pointalls Allotment Society

11. ENCROACHMENT

Without prejudice the generality of Clause 3(20) the Tenant acknowledges the Corporation will be at liberty to remedy any encroachments (including any indicated in the attached Schedule of Condition) in such manner as the Corporation at its discretion may think fit EXCEPT THAT in the event of the Corporation wanting to take no action over any encroachment or wanting to dispose of any land encroached upon, the Corporation shall obtain the prior 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.

12 THIRD PARTY COMPLAINTS

In the event of any third party complaint concern or dispute arising in connection with the exercise of the rights under this Lease then the Tenant shall use its reasonable endeavours to resolve any such complaint concern or dispute having due regard to any relevant guidelines for dealing with such complaints concerns or disputes as may be agreed from time to time between the Corporation and the Barnet Federation of Allotment and Horticultural Societies.

SCHEDULES

Schedule 1

(the Property)

ALL THAT piece or parcel of land situate at Squires Lane N3 in the London Borough of Barnet as the same shown edged red on the Plan having an area of 3.993 hectares of thereabouts

Schedule 2

(Tenant Rights)

1) The right for the Tenant and all persons properly and lawfully authorised by them in connection with the use for allotment purposes of the Property in common with the Corporation and all persons having a like right to pass and repass with or without motor vehicles over and along the land coloured brown on the Plan

2) The right to free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage gas electricity telephone and all other services or supplies to and from the Property in and through the Pipes that now (or at any time during the Term) serve the Property presently (or at any time during the Term) laid in on under or over the land coloured brown on the Plan or any other land or premises of the Corporation its successors in title or others entitled thereto

together with the right to enter such land to make connections to the Pipes and to inspect and repair such connections."

Schedule 3

(Exceptions and Reservations)

1. All subsisting rights of drainage and the free and uninterrupted passage and running of soil water gas electricity and telephone any 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 Corporation 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 Corporation its successors in title or others entitled thereto or any third party land or premises
4. Except in the cases of emergency the right to exercise the installation maintenance inspection renewal of such Pipes subject to agreement between the Corporation 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 maintenance inspection and renewal (iii) paying reasonable compensation to the Tenant and members of the Tenant affected for disturbance, length of disturbance (but not paying any compensation and any temporary inconvenience) and (iv) the reinstatement of the land to its original conditional and horticultural quality

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

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF BARNET was hereunto)
affixed in the presence of:-)

Assurance Director

Head of Governance

EXECUTED AS A DEED by the said
Pointalls and District Allotment Society Limited
ACTING BY:

Committee Member

Committee Member

In the presence of:-
Witness name:.....
Witness signature:.....
Witness address:.....
.....
Witness occupation:.....

DATED _____ 2013

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BARNET

- to -

Pointalls and District Allotments Society
Limited

LEASE

Commencing : 1st April 2013
Term of years : [38]
Expiring : 31st March 2051

LB HARROW
Directorate of Legal Services
PO Box 2
Civic Centre
Harrow
HA1 2UH