

DATED

12<sup>th</sup> October

2005

**TRAFFORD BOROUGH COUNCIL**

- and -

**URMSTON ALLOTMENTS AND GARDEN SOCIETY LIMITED**

**LEASE**

- of -

Various Allotment Sites in Urmston Flixton and Davyhulme in the  
Borough of Trafford in the County of  
Greater Manchester

Beverley Dunn, Solicitor  
Head of Legal and Democratic  
Services,  
Trafford Borough Council,  
Trafford Town Hall,  
Talbot Road,  
Stretford,  
Manchester.  
M32 0YU

L/DC/WP/1035109  
TR/A 564

**THIS LEASE** is made the *12<sup>th</sup> October* 2005

**BETWEEN**

**TRAFFORD BOROUGH COUNCIL** of Trafford Town Hall Talbot Road Stretford Manchester M32 0YU (hereinafter called "the Council") (1) and **URMSTON ALLOTMENTS AND GARDEN SOCIETY** whose registered office is situate at The Garden Centre 2 Railway Road Urmston Manchester (hereinafter called "the Lessees") (2)

**WHEREAS:-**

1. the Lessees have for their objects or one of its objects as expressed in its rules (which have been duly approved under the Industrial and Provident Societies Act 1893) the purpose of creating and promoting the creation of allotments and encouraging their property cultivation and is empowered under its rules to acquire land from a Local Authority acting under the Small Holdings and Allotments Act 1908 to 1950 and to adopt any land so acquired for allotments and to let such land to the Lessees' members to be cultivated by them as allotments
2. the Lessees are so constituted that the division of profits amongst the members thereof is prohibited or restricted
3. the Council has agreed to grant a lease to the Lessees society of the plots of land hereafter described ("the demised land") at the rent and on the terms hereinafter mentioned

**NOW THIS DEED WITNESSETH** as follows:-

1. **IN** consideration of the rent and the covenants and conditions on the part of the Lessees hereinafter reserved and contained the Council **HEREBY DEMISES** unto the Lessees

**FIRSTLY** the plot of land situated on the northerly side of Flixton Road Flixton and named "Mossfield Allotments" shown on the plan marked "A" hereunto annexed thereon edged black

**SECONDLY** the plot of land situate in or near to Marlborough Road Flixton and named "Marlborough Allotments" shown on the plan marked 'B' hereunto annexed and therein edged black

- (e) not to cut or prune any timber or other trees on the demised land and not to take sell or carry away any materials gravel sand or clay therefrom without such consent as aforesaid
- (f) to keep all railings fences gates and hedges on the said land in good and substantial repair and condition and maintain the banks of all ditches watercourses and drains in good and effective repair and condition and at all times free from obstruction
- (g) to maintain all pipes and taps etc. on the ground side of the meter repairing any leaks or bursts satisfactorily and as soon as possible
- (h) to ensure that individual plot holders do not cause a nuisance or annoyance to the Council or owners or occupiers of adjoining or neighbouring properties
- (i) to maintain any natural hedges bounding the allotment sites in a condition satisfactory to the Council and in the event that such hedges are destroyed or die to plant and maintain replacement hedges
- (j) to permit the Council or their authorised agents with or without workmen to enter upon the demised land at all reasonable times to inspect the condition thereof
- (k) at the expiration or sooner determination of the said term peaceably to surrender and yield up to the Council the demised land in good condition in accordance with the foregoing covenants
- (l) not to assign underlet or otherwise part with the possession of the demised land without the previous consent in writing of the Council provided that in granting such consent the Council may impose such condition as necessary subject to the payment of an administrative charge of £50.00
- (m) not to deposit nor permit or allow to be deposited in any ditch watercourse or drain being adjacent to the demised land anything which may by of contribute towards being or forming the obstruction of any such ditch water course or drain and to



use its best endeavours to prevent persons outside the control of the Lessees from making such deposits

- (n) to pay the Council's reasonable legal costs in connection with this Lease and any renewal thereof and of a Duplicate thereof
- (o) to indemnify the Council against any liability whatsoever caused by or arising out of the grant of this Lease or the occupation and use of the demised land by the lessees or its members or tenants and in particular against any liability caused by or arising out of the installation and use of any electricity supply to the demised land

3. **THE** Council hereby covenant with the Lessees as follows:

- (a) that the Lessees paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained and on the part of the Lessees to be performed and observed shall and may peaceably hold and enjoy the demised land during the term granted without any lawful interruption or disturbance from or by the Council or any person rightfully claiming through under or in trust for them
- (b) to keep all boundary fences in good and substantial repair and condition

4. **PROVIDED** that if the rent hereby reserved or any part thereof shall be in arrear for at least twenty one days next after any of the days whereon the same ought to be paid as aforesaid (whether the same shall have been legally demanded or not) or if there shall be any breach or non-observance of any of the covenants by the Lessees hereinbefore contained then and in any such case the Council may at any time thereafter into and upon the demised land or any part thereof in the name of the whole re-inter the same and repossess and enjoy as in their former estate

**IN WITNESS** whereof the parties hereto have executed this document as a Deed which is intended to be and which hereby is delivered the day and year first before written.

**THE SCHEDULE** before referred to

An Agreement between the Council and the Lessees as to the rent to operate for each relevant period of Two years (hereinafter called "the New Rent") shall be in writing signed by both parties and shall be assessed as follows:-

**Standard Provisions in relation to rental of Allotment Sites**

**Rent**

The rent is to be calculated in accordance with the following formula:-

The number of standard sized (300 square yards) plots within the leased area (after the deduction of unusable areas) is multiplied by the appropriate allotment base rental as determined by the Council to give a gross rental figure

From the gross rental, two deductions are made-

- (a) An amount equal to 38% of the gross rental is deducted to reflect the fact that the Lessee administers the allotments and collects rental etc.
- (b) An amount equal to the concession which the Lessee is required to give to Senior Citizens who occupy plots within the demised areas. This concession is currently 50% of the full rent which would have been payable on each plot, but the percentage of the concession can

be varied by the Housing and Environmental Services Committee at any time, subject to giving the Lessee at least 12 months notice of the variation.

When these two deductions have been made from the gross rent, the net rent per annum is produced and this is payable by four equal instalments, one on each quarter day.

**Revision of Base Allotment Rental**

The allotment base rental (currently £36.50 p.a. per standard plot) is subject to review by the Council at any time provided that the Lessees are given at least one year's notice of any intended increase.

**Revision of Management Allowance**

The figure of 38% discount off the gross rent shall be fixed for a minimum of five years after which time (and also after each successive period of five years) either the Council or the Lessees may ask for this amount to be re-assessed, at which time the Lessees will make available its accounts for inspection. The revision after five years is not mandatory but if an examination of the accounts shows the allowance to be excessive in consideration of the Lessees managing the allotments, the figure may be reduced to a more appropriate level. Conversely if the allowance is shown to be insufficient the figure may be increased. In the base of dispute, the decision of the Housing and Environmental Services Committee shall be final and binding on the Lessees.

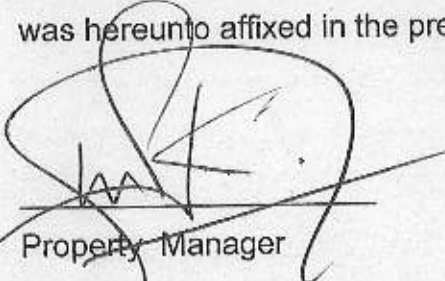


Senior Citizens'  
Concession

The Lessees are to prepare in October of each year a schedule showing all the Senior Citizen plotholders to whom it gives a concession. The Schedule is to specify the name and address of the relevant plotholder, the ground and plot number and the actual discount given. A copy is to be supplied to the Council no later than 1<sup>st</sup> November.

THE COMMON SEAL of  
TRAFFORD BOROUGH COUNCIL

was hereunto affixed in the presence of:-

  
Property Manager



83385

THE COMMON SEAL OF  
URMSTON ALLOTMENTS AND  
GARDEN SOCIETY LIMITED

was hereunto affixed  
in the presence of:-



CHAIRPERSON Director : *N. Lloyd*

Secretary : *Jim Fowler*

CONV776(Lease)

TREASURER. *James M. Kelly*