

DATED 15<sup>th</sup> November 2017

THE TRUSTEES OF THE WILL OF THE  
SEVENTH DUKE OF NORTHUMBERLAND DECEASED

- and -

ALBURY PARISH COUNCIL

---

LEASE

- of -

allotments at  
Albury, Surrey

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Term: 10 years from 1st April 2016  
Initial Rent: £100 p.a.

Hunters incorporating  
May, May & Merrimans  
9 New Square  
Lincoln's Inn  
London WC2A 3QN

Tel: 020 7412 0050  
Ref: ILS/42370-31

LAND REGISTRY PRESCRIBED CLAUSES

<b>LR1. Date of lease</b>	15 <sup>th</sup> November	2017
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> SY846739	
	<b>LR2.2 Other title numbers</b> SY845774	
<b>LR3. Parties to this lease</b>	<b>Landlord</b>	
	THE MOST NOBLE RALPH GEORGE ALGERNON TWELFTH DUKE OF NORTHUMBERLAND, ALGERNON ALAN PERCY and CHRISTOPHER PHILLIP WALSH as trustees of the Will and Codicil of the Seventh Duke of Northumberland deceased whose address for the purposes of this Lease is The Estate Office, Albury, Guildford, Surrey GU5 9AF acting by their Attorney THE HONOURABLE GEORGE DOMINIC PERCY	
	<b>Tenant</b>	
	ALBURY PARISH COUNCIL whose address for the purposes of this lease is care of Rumbeams Cottage, Ewhurst Green, near Cranleigh, Surrey GU6 7RR	
<b>LR4. Property</b>	The demised premises as defined in this lease at clause 1	
	<b>In the case of a conflict between this clause and the remainder of the lease then, for the purposes of registration, this clause shall prevail.</b>	
<b>LR5. Prescribed statements etc.</b>	None	
<b>LR6. Term for which the Property is leased</b>	The term as specified in this lease at clause 2	
<b>LR7. Premium</b>	None	
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	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**

As specified in this lease in clause 2 and the First Schedule

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

As specified in this lease in clause 2 and the Second Schedule

**LR12. Estate rent charge 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 Tenant**

Not applicable

THIS LEASE made the 15<sup>th</sup> day of November Two thousand and seventeen BETWEEN :

- (1) **THE MOST NOBLE RALPH GEORGE ALGERNON TWELFTH DUKE OF NORTHUMBERLAND, ALGERNON ALAN PERCY and CHRISTOPHER PHILLIP WALSH** as trustees of the Will and Codicil of the Seventh Duke of Northumberland deceased whose address for the purposes of this Lease is The Estate Office, Albury, Guildford, Surrey GU5 9AF acting by their Attorney **THE HONOURABLE GEORGE DOMINIC PERCY** ("the Landlord"); and
- (2) **ALBURY PARISH COUNCIL** whose address for the purposes of this lease is care of Rumbeams Cottage, Ewhurst Green, near Cranleigh, Surrey GU6 7RR ("the Tenant")

**WITNESSETH** as follows:-

#### **1. Definitions and Interpretation**

In this lease:

- |                        |   |
|------------------------|---|
| "the Access"           | means the access track shown coloured brown on the Plan   |
| "the Index"            | means the all items figure of the Index of Retail Prices published by the Office for National Statistics or any successor body responsible for the publication of that index  |
| "the Interest Rate"    | means the rate of 4% per year over the base lending rate from time to time of Barclays Bank Plc or the successors to the banking business of that company or (if the said base rate shall cease to be ascertainable) over such rate as shall represent as nearly as can be ascertained the equivalent of such base rate |
| "the Landlord"         | means the party so defined above and includes where the context admits the person or persons for the time being entitled to the reversion to the Premises immediately expectant on the term   |
| "the Landlord's Agent" | means the person from time to time appointed by the Landlord to manage their estates in Surrey  |
| "Legislation"          | includes any statute bye-law or subordinate legislation whether brought into force before or after the date of this   |

lease and also any notices served or requirements made and any permissions consents licences or approvals issued at any time by any person exercising functions under any statute bye-law or subordinate legislation

- "the Permitted Use" means use as allotment gardens only and not for the purposes of any trade or business
- "the Plan" means the plan annexed to this lease
- "the Planning Acts" means the Consolidating Acts as defined in the Planning (Consequential Provisions) Act 1990 and any other Legislation from time to time relating to town and country planning
- "the Premises" means all that piece or parcel of land situate in the Parish of Albury in County of Surrey shown edged red on the Plan
- "the Rent" means the rent first hereby reserved
- "the Review Date" means 1st April 2021
- "the Tenant" means the party so defined above and includes where the context so admits the person or persons in whom the term is from time to time vested
- "the term" means the term hereby granted
- "Value Added Tax" includes any other tax or duty of a similar nature

The covenants given by the Tenant are joint and several covenants if at any time during the term the Tenant comprises two or more persons

Any obligation on the Tenant not to do any thing includes an obligation not to permit or allow that thing to be done

Any reference to any Legislation or any provision of any Legislation shall (except where the contrary intention appears) include reference to any Legislation for the time being amending or replacing it

The headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this lease



## **2. Demise**

In consideration of the rents and covenants on the part of the Tenant hereinafter reserved and contained the Landlord hereby demises unto the Tenant the Premises together with the rights set out in the First Schedule to this lease but except and reserving unto the Landlord and all persons authorised by the Landlord the rights and matters set out in the Second Schedule to this lease to hold unto the Tenant for a term of ten years from and including 1<sup>st</sup> April 2016 (determinable nevertheless as hereinafter mentioned) yielding and paying therefor:

FIRST the yearly rent of one hundred pounds (£100) or such other amount from time to time as shall result from the application of Clause 3 below such yearly rent to be paid by equal half yearly payments in arrears on the thirtieth day of September and the thirty-first day of March in each year and so in proportion for any less time than a year

SECONDLY by way of further rent any interest payable under clause 4.4 below in respect of rent paid late

THIRDLY by way of further rent any Value Added Tax payable under clause 4.3 below in respect of any of the above reserved rents

## **3. Rent Review**

The Rent payable by the Tenant shall be subject to review as follows:-

- 3.1 With effect from (and including) the Review Date the Rent shall be calculated as follows:

$$N = R \times (I2/I1)$$

Where:

N is the amount of the Rent payable per year with effect from the Review Date;  
R is £100 being the initial amount of the Rent payable per year under this lease;  
I2 is the figure shown in the Index for the month of February immediately prior to the Review Date or (if there has been any change in the reference base used to compile the Index since the month from which the figure for I1 is taken) the figure which would have been shown in the Index if the same reference base had been retained; and

I1 is the figure shown in the Index for the month of February 2016

- 3.2 If the Index ceases to be published or for any other reason it becomes impossible or impracticable to calculate the Rent by reference to the Index there shall be

substituted for the Index another index which shall be agreed between the parties (both acting reasonably) as most closely reflecting changes in the cost of retail goods and services

- 3.3 If any dispute arises between the parties hereto with respect to the construction or effect of this clause 3 or the determination of the Rent with effect from the Review Date then the same shall be resolved or determined by a single arbitrator (appointed by agreement between the parties or failing agreement on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy) in accordance with the Arbitration Act 1996 and he shall have full power to determine on the Review Date what he shall deem to be a fair increase in the Rent

#### **4. Tenant's Covenants**

The Tenant covenants with the Landlord as follows:-

##### **Rents and outgoings**

- 4.1 Throughout the term to pay the rents reserved by this lease at the times and in the manner stated above without any deductions or set off whether legal or equitable
- 4.2 From time to time and at all times during the term to pay and discharge all rates taxes charges (including charges for the supply of water gas and electricity if any) duties assessments and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the Premises or any building or buildings or works for the time being thereon or on the occupier or owner thereof
- 4.3 To pay all Value Added Tax for which the Landlord shall be liable by reason of any taxable supply (whether actual or deemed) by the Landlord to the Tenant or in respect of any rent or other consideration to be rendered hereunder to the Landlord (such rents and consideration being exclusive of Value Added Tax so that such tax shall be paid by the Tenant in addition) notwithstanding that any or all of such tax may be or become payable as a result of any election or decision by the Landlord which election or decision the Landlord may make in the Landlord's absolute discretion AND where any sum is due to be paid hereunder by way of reimbursement to the Landlord for any cost or expense incurred by the Landlord to reimburse also any Value Added Tax incurred by the Landlord on that cost or expense except in so far as the Landlord otherwise recovers such tax

4.4 Without prejudice to any other right or remedy of the Landlord if any sum payable to the Landlord under the provisions of this lease shall not be paid within fourteen days of the due date then the Tenant shall pay to the Landlord interest thereon at the Interest Rate in respect of the period from the due date until the actual date of payment by the Tenant

4.5 To pay and contribute on demand a fair and reasonable proportion according to user of the costs incurred by the Landlord from time to time in repairing and maintaining the Access

**Repairs**

4.6 At all times during the term to the satisfaction of the Landlord or the Landlord's Agent to keep the Premises and all fixtures fittings and appurtenances (including all ditches drains fences hedges gates gateposts and boundary structures) in good and substantial repair order and condition

4.7 To permit the Landlord and the Landlord's Agent with or without workmen and others at all reasonable times to enter the Premises or any part of them for any of the following purposes:

4.7.1 in order to ascertain and perform any statutory or other legal responsibilities of the Landlord;

4.7.2 to carry out do or execute demolition works repairs alterations additions decorations or other works and things to or upon any adjoining or neighbouring land of the Landlord provided that the Landlord or other party or parties so entering shall cause thereby as little inconvenience as possible to the Tenant and its sub-tenants and shall make good all damage thereby caused to the Premises with the minimum of delay; and

4.7.3 to view the state and condition of repair of the Premises and to satisfy themselves that the covenants on the part of the Tenant and the conditions contained in this lease are being duly observed and performed and to give notice in writing to the Tenant of all defects and wants of reparation then and there found

4.8 At the Tenant's own expense within three months from the giving of such notice as is mentioned in sub-clause 4.7.3 above to repair and make good all such defects and wants of reparation for which the Lessee may be liable under the covenants on its part contained in this lease AND if at the expiration of such three months the Tenant shall make default in complying with such notice or if the Tenant shall not

observe and perform any of the covenants herein contained for or relating to the maintenance or repair of the Premises or otherwise relating to the state and condition of the Premises it shall be lawful for the Landlord (but without prejudice to the proviso for re-entry hereinafter contained and without the Landlord being under any obligation to do so) to enter upon the Premises with workmen and any necessary materials and maintain repair or otherwise make good the same at the expense of the Tenant and the cost of such repairs (including any surveyor's fees) shall be repaid as a debt by the Tenant to the Landlord on demand and shall be recoverable as rent in arrear

**Alterations**

- 4.9 Not at any time during the term to erect any buildings on the Premises (other than ordinary garden sheds and glasshouses appropriate to the use of the Premises as allotments) nor without the consent in writing of the Landlord to make any other alterations or additions whatsoever in or to the Premises and (if such consent is given) only to make the alterations or additions concerned in accordance with plans and specifications previously submitted in duplicate to and approved by the Landlord or the Landlord's Agent (who shall retain one copy of each such plan)
- 4.10 Without prejudice to the generality of the preceding clause 4.9 not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) to erect any signs notices or advertisements on the Premises save for such notices as the Tenant is required to erect by clause 4.24 below

**Use**

- 4.11 Not to use the Premises other than for the Permitted Use

**Alienation**

- 4.12 Not to assign sublet mortgage charge or part with or share possession of the whole or any part of the Premises EXCEPT THAT the Tenant may sublet the individual allotments comprised in the Premises to members of the public for use as allotment gardens provided that each subtenancy shall be granted:
- 4.12.1 without payment of any premium;
- 4.12.2 for a fixed term not exceeding one year or as a periodic tenancy the periods of which do not exceed one year; and
- 4.12.3 on terms that prohibit (i) the use of the Premises for the purposes of any trade or business (ii) any assignment or subletting and (iii) the doing of anything that would be a contravention of the terms of this lease

**Statutory requirements**

- 4.13, Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Premises the doing or omission of which shall be a contravention of any Legislation (including but not limited to the Planning Acts and any Legislation relating to the health and safety of persons working at or visiting the Premises) and the Tenant shall at all times during the term keep the Landlord indemnified against all actions proceedings damages penalties costs charges claims and demands arising out of any contravention of any Legislation on or about or affecting the Premises
- 4.14 Without prejudice to the generality of the preceding clause 4.13 to execute all such works as are or may under or in pursuance of any Legislation be directed or required to be executed at any time during the term upon or in respect of the Premises whether by any occupier or the owner thereof
- 4.15 Not without the prior written consent of the Landlord to apply to any competent person body or authority for the purposes of the Planning Acts for permission to carry out nor actually to carry out any operation or institute or continue any use of the Premises for which permission is necessary under the Planning Acts AND unless the Landlord shall otherwise direct to carry out and complete before the expiry or sooner determination of the term any works stipulated to be carried out to the Premises by a date subsequent to such expiry or sooner determination as a condition of any permission granted for any development begun before such expiry or sooner determination
- 4.16 Forthwith to notify the Landlord of any notice order or proposal for a notice or order served on the Tenant under any Legislation and if so required by the Landlord to produce the same and also without delay to take all reasonable or necessary steps to comply with any such notice or order or make any representations or appeal against it

**Landlord's costs**

- 4.17 To pay all expenses including solicitors' costs and surveyors' fees incurred by the Landlord incidental to:
- 4.17.1 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;
- 4.17.2 enforcing whether before or after the end of the term the covenants on the part of the Tenant herein contained relating to the maintenance and repair of

the Premises including the costs and fees incurred in the preparation and service of any schedule of dilapidations and the supervision of the work detailed therein;

4.17.3 the recovery or attempted recovery of any arrears of rent or other sums due from the Tenant; and

4.17.4 every application by the Tenant for a consent or licence from the Landlord (even if the consent or licence is not granted or the application is withdrawn)

**Nuisance**

4.18 Not to use the Premises for any illegal or immoral purpose nor to do or suffer to be done on the Premises anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

4.19 Without prejudice to the generality of the preceding clause 4.18 to keep the Premises at all times during the term clean and tidy and free from litter and rubbish

**Encroachments**

4.20 Not knowingly to allow any encroachment to be made or any right or easement acquired over the Premises and in the event that any such encroachment is made or attempted to be made or any right or easement attempted to be acquired to give immediate notice to the Landlord and at the request of the Landlord to join in with the Landlord in taking such steps as the Landlord may consider appropriate for preventing the encroachment or the acquisition of any such right or easement

**Trees**

4.21 To preserve all trees on the Premises from damage or injury and to carry out regular inspections of those trees removing any diseased or damaged wood as necessary so as to keep the trees in a healthy and safe condition PROVIDED THAT the Tenant shall not fell cut trim or lop any trees for the time being on the Premises without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) and shall offer back to the Landlord free of charge all timber and the wood from any other trees so felled cut trimmed or lopped

**Third party liability**

4.22 At all times during the term at the Tenant's own expense to maintain insurance in the joint names of the Landlord and the Tenant in such insurance office or with such underwriters as may from time to time be approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) in respect of the Tenant's liability to indemnify the Landlord under sub-clause 4.23 below and any

liability of the Landlord to third parties by reason of anything happening at or about the Premises in the sum of ten million pounds (for each and every claim) or such greater amount as the Landlord may from time to time reasonably require by notice in writing to the Tenant AND whenever requested by the Landlord (but not more than once in each year of the term) to produce details of the insurance policy and the receipt for the premium paid for the then current year

- 4.23 To indemnify the Landlord against all actions proceedings costs claims demands and expenses arising from any accident damage or injury to any persons or property upon the Premises or in any way arising from the Tenant's user of the Premises

**Notice of defects**

- 4.24 To give notice to the Landlord of any defect in the Premises of which the Tenant is aware which might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this lease or the duty of care imposed on the Landlord by the Defective Premises Act 1972 or otherwise and to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

**Yield up**

- 4.25 At the expiration or sooner determination of the term to deliver up possession to the Landlord of the Premises in a condition consistent with the due performance by the Tenant of the covenants on its part contained in this Lease and (if the Landlord so requires by service of written notice on the Tenant) to remove all buildings structures and erections (other than fences) erected or constructed on the Premises making good all damage caused by their removal and leaving the Premises level and free from all obstructions whether on or below the surface

**Costs of this lease**

- 4.26 On demand to reimburse to the Landlord the amount of the legal costs (with disbursements and value added tax) reasonably incurred by them in connection with this Lease its negotiation preparation and completion

**5. Landlord's Covenant**

The Landlord covenants with the Tenant (so as to bind the persons for the time being entitled to the immediate reversion expectant on the term but so that any person who is at any time comprised in the Landlord shall be released from liability hereunder after such immediate reversion shall have ceased to be vested in him) that the Tenant paying the rent

hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Premises during the term without any lawful interruption or disturbance from or by the Landlord or any person or persons rightfully claiming by from through or under them

## **6. Agreements and Declarations**

It is agreed and declared as follows:-

6.1 In any of the following circumstances namely:

6.1.1 if any rent hereby reserved or any part thereof is at any time in arrear and unpaid for twenty-one days (whether formal demand shall have been made for the same or not); or

6.1.2 if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on its part to be performed and observed; or

6.1.3 if the Tenant enters into any arrangement or composition for the benefit of the Tenant's creditors; or

6.1.4 if the Tenant (being an individual or individuals) becomes bankrupt or has a receiving order made against him or them

6.1.5 if the Tenant (being a company) permits or suffers an administrator or receiver of the whole or any part of its undertaking property and assets to be appointed or enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company)

then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by them in that behalf to re-enter into or upon the Premises or any part thereof in the name of the whole and to hold and enjoy the Premises thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant contained in this lease

6.2 Any notice required to be served under this Lease shall be sufficiently served on the Landlord if served on the Landlord's Agent personally or by recorded delivery service or registered post at The Estate Office, Albury aforesaid (or such other address as may be notified in writing by the Landlord or the Landlord's Agent for this purpose to the Tenant) and shall be sufficiently served on the Tenant if

delivered personally at or forwarded either by recorded delivery service or registered post to the address of the Tenant given on page 1 of this Lease or any address notified in writing by the Tenant to the Landlord in substitution therefor

- 6.3 That the Landlord does not make any representation or warranty that the user of the Premises as permitted hereunder is permitted under the provisions of the Planning Acts or otherwise nor shall any consent which the Lessors may hereafter give to any change of user be taken as including any such representation or warranty and that notwithstanding that any such user is or shall not be a permitted user under such provisions the Tenant shall remain fully bound and liable to the Landlord in respect of all the obligations undertaken by the Tenant hereunder
- 6.4 Save as expressly set out in the First Schedule no easement or other right over adjoining or neighbouring land of the Landlord is granted to the Tenant by this lease
- 6.5 The Tenant shall not be entitled to compensation for any of the improvements mentioned in Parts I or II of the Second Schedule to the Small Holdings and Allotments Act 1908

#### **7. Break Clause**

This lease may be terminated by the Tenant with effect from 1st April in any year by giving to the Landlord at least six months' prior written notice and on the expiry of such notice this lease and the term shall come to an end but without prejudice to any claim by either party against the other which has already arisen or accrued

IN WITNESS whereof the parties hereto have executed this deed as a deed the day and year first above written

#### **THE FIRST SCHEDULE** **(Rights granted)**

- (1) The right for the Tenant and all persons authorised by the Tenant to pass and repass on foot only over and along the Access for the purpose of gaining access to and egress from the Premises in connection with the Permitted Use

- (2) The further right for the Tenant and its employees and agents to pass and repass over and along the Access with such vehicles and machinery as are reasonably necessary for the maintenance and repair of the Premises only

**THE SECOND SCHEDULE**  
**(Exceptions and Reservations)**

- (1) All timber and trees and all mines minerals and substrata of whatsoever nature or kind and also all chalk clay stone sand and gravel on or under the Premises with liberty for the Landlord to go onto the Premises at any reasonable time to mark fell dig and take away the same the person or persons exercising such right making nevertheless reasonable compensation for any damage caused in so doing
- (2) The benefit of any restrictive covenants which may at present be inherent in or annexed to the ownership of the Premises or any part thereof
- (3) Subject to the provisions of the Ground Game Act 1880 and of the Ground Game Amendment Act 1906 all game wild fowl quails and landrails (including the nests and eggs) and all hares rabbits foxes and fish on the Premises with the exclusive rights for the Landlord and those authorised by him to hunt shoot sport and take the same
- (4) The free and uninterrupted passage and running of water and soil and other liquid refuse gas light and electricity through the water and soil pipes and drains gas pipes cables wires and other conducting media passing through or under the Premises now or at any time during the term with the right to enter upon the Premises in order to lay maintain repair or replace any such pipes drains wires and conducting media the person or persons exercising this right doing as little damage as reasonably possible to the Premises and making good any damage which is caused without unreasonable delay
- (5) The right to grant any contract wayleave easement or licence to any public or local authority or public utility company or other company or persons including the right to authorise the employees and agents of such authorities companies and persons with or without vehicles machinery and plant to enter upon the Premises and carry out their works (subject to the payment of reasonable compensation to the Tenant for any damage caused) together with the benefit of all such contracts wayleaves

easements or licences whether existing at the date of this lease or entered into during its term and all rents and other payments reserved thereby

- (6) The full right of building rebuilding or executing other works on any adjoining or neighbouring land belonging to the Landlord to such height to such extent and in such manner as the Landlord shall think fit notwithstanding any interference with the access of light and air to the Premises or that the enjoyment of the Premises may be interfered with by noise dust vibration or any act or thing which may be or be deemed to be a nuisance in any other way whatsoever (the Landlord taking such steps as may be reasonably possible to avoid any such effects) and without the Landlord being liable to pay compensation for any damage or loss caused by such interference
- (7) The right to enter and to authorise others to enter upon the Premises at all reasonable times during the term to view the same and see that the covenants conditions and agreements contained in these presents are complied with and for the other purposes herein mentioned

**SIGNED and DELIVERED AS A DEED** )  
by **ALBURY PARISH COUNCIL** )  
acting by )

(its Chairman) and )

(its Vice Chairman) in the presence of:- )

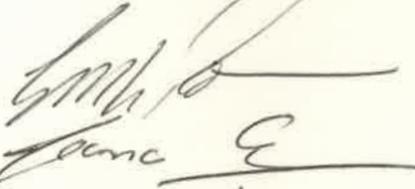
Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

R. A. SUTTY



JOANNA CADMAN

Rumbeams Cottage

Ewhurst Green.

SUG IRR

Parish Clerk.