

DATED _____ 2022

KETTERING TOWN COUNCIL

AND

THE TRUSTEES OF KETTERING SOUTH END
ALLOTMENTS ASSOCIATION

LEA S E

OF LAND AT WHITEFORD DRIVE, KETTERING
known as SOUTH END ALLOTMENTS

Kettering Town Council
Municipal Offices
Bowling Green Rd
Kettering
NN15 7QX

This lease is made the xx day of xx 2022

Between Kettering Town Council in the county of Northampton (hereinafter called “the Council”) which expression shall, where the context so admits, include its successors and assigns (1) and **ANDREW PETER BLACKSHAW** of 9 Thomas Rd, Kettering NN15 6HD and

CLAIRE HUMPHREY of 135 Highfield Road, Kettering, NN15 6HU

Hereinafter called “the trustees”, which expression shall include the Trustees for the time being of the Association hereinafter mentioned (2)

WHEREAS

- (1) The Trustees are the trustees of Kettering South End Allotments Association (hereinafter called “the Association”) which Association has authorised the Trustees to enter into this lease
- (2) The Council is the owner of the land shown, for the purposes of identification only, on the plan annexed hereto and thereon edged in red and has agreed to let the said land to the Trustees upon the terms and conditions hereinafter appearing
- (3) **The Council will, upon becoming the owner of the land shown, for the purposes of identification only, on the plan annexed hereto and thereon hatched in red, and has agreed to let the said land to the Trustees upon the terms and conditions hereinafter appearing**

NOW THIS DEED WITNESSETH as follows

1. THE Council hereby demises unto the Trustees ALL THAT land situate near to Whiteford Drive, Kettering, Northamptonshire and shown for identification on the plan annexed hereunto and thereon edged red EXCEPTING AND RESERVING unto the

Council as hereinafter TO HOLD the said demised property unto the Trustees from and including **1st April 2022** for a term of **fifteen (15)** years subject to the covenants, terms and conditions hereinafter contained, paying therefore a yearly rent of **one hundred and twenty five pounds (£125)**.

2. THIS demise is subject to the following exceptions and reservations in favour of the Council, that is to say :-
- a. All mines, minerals, stone, gravel, and sand, with right of entry to get and work the same, making reasonable compensation for all damage done
 - b. All timber and other trees, bollards and saplings with the right to enter, mark, cut and carry away the same, making reasonable compensation for all damage done
 - c. A right of entry on the demised property to **replace or maintain bridges and boundary fences, hedges and trees for** which the Council is responsible
 - d. A right of entry upon the demised property for the purpose of laying, maintaining, inspecting or repairing any services (whether for the benefit of the Council or not) laid or within the term hereby created to be laid, giving reasonable notice of such entry and upon making good any damage hereby occasioned or upon compensating any member of the Association for the loss of any crop due to the exercise of the right hereby reserved
 - e. **A right of entry to plant trees, upon those parts of the demised property not in use as allotments, subject to the agreement of the Association as to the species and location of that which is planted and the timing of the planting, such agreement not to be unreasonably withheld.**

3. THE Trustees for themselves and their successors in title hereby covenant with the Council as follows:-

- a. To pay the rent hereby reserved annually in advance of 1st August in each year and all rates, taxes and outgoings imposed or charged upon the demised property or upon the owner or occupier in respect thereof
- b. To cleanse the brook on the demised property and all ditches, drains and culverts, provided that the Council will be responsible for necessary dredging thereof.
- c. To cultivate, keep and manage the demised property, or cause the same to be cultivated, kept and managed in a good and husbandlike manner, and to use and permit the same to be used for allotments only and, in particular, not to permit the same to be used for a market garden or market gardens or any other trade or business and not to injure or deteriorate the said land or permit the same to be injured or deteriorated and to leave the same, on the termination of the term hereby created, in good heart and condition **excepting the land covered in clause (d) below**
- d. **In respect of the two plots of land hatched in red on the plans annexed hereto, to maintain the land so it can be used by the Association and its members and their guests, for recreational and community purposes, having regard to the need to maintain and improve bio-diversity and to encourage wildlife and a mix of vegetation on the land, and for the creation of any new allotment plots as deemed suitable.**
- e. To carry out repairs and maintenance from time to time required in respect of the demised property, excluding those items which fall to the Council to maintain, and in respect of all internal fences, **hedges and gates**, buildings, standpipes and fixtures thereon.

- f. To preserve all timber and trees and not to cut, lop, top, drive nails into or otherwise injure or permit to be cut or injure in any way any timber or trees, **save for the need to remove or lop dead or fallen branches or trees, and to take action in an emergency where a tree or part thereof presents an imminent risk to safety or property, provided always that the Council should be advised within one week that such emergency work has been completed.**
- g. Not, without the written consent of the Council, to underlet, assign or part with the possession of the demised property, or any part thereof, except by way of sub-lettings to members of the Association for the purpose of allotments
- h. Not to sell or take away or permit to be sold or taken away from the demised property, any turf, loan or soil,
- i. Not, without the written consent of the Council as aforesaid, to erect or allow to be erected any building on the demised property PROVIDED that the Council shall not unreasonably refuse consent to the erection of temporary buildings not exceeding 2.6 metres in length, 2 metres in width and 2.5 metres in height.
- j. Not to cause or permit any obstruction or encroachment on any path or roadway on the demised property and in particular not to deposit or permit to be deposited any accumulations of refuse on any part of the demised property.
- k. Not to bring or permit to cause to be brought onto the demised property any dog unless the dog is held on a leash.
- l. Not to keep or permit to be kept any animals or livestock of any kind on the demised property.
- m. To keep the Council indemnified from and against all expense, loss and claims arising directly or indirectly from

any breach of covenant on the part of the Trustees herein contained or from their use of the demised property or arising from any act, neglect or default by the Trustees or by their servants or agents, or by any persons upon the demised property with the actual or implied authority of any of them.

4. THE Council hereby covenants with the Trustees as follows:-

- a. That the Trustees paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on their part contained and subject to the provisions of clauses 5 and 6 below shall peaceably hold and enjoy the demised property during the said term without any interruption by the Council or any person rightfully claiming under or in trust for the Council.

5. PROVIDED ALWAYS and it is expressly agreed as follows:-

- a. The Council shall have power to re-enter and determine the demise on non-payment of rent for twenty one days after the same shall have become due (whether formally demanded or not) or on any breach of non-observance of any of the conditions or covenants herein contained and on the Trustees' part to be observed and performed not having been remedied within twenty eight days of notice of such breach having been served upon the Trustees by the Council.
- b. Any officer or agent of the Council shall be entitled at any time , when so directed by the Council **or its clerk**, to enter and inspect the demised property or any allotment garden thereon.

6. LIMITATION OF LIABILITY OF THE TENANT

- a. No liability is to attach to any person named as one of the Trustees in respect of any breach of the Tenant's obligations or any breach which occurs at any time after they cease to act as a trustee of the Kettering South End Allotments Association.
- b. The liability of the Trustees for the time being in respect of any breach of any of the Tenants' obligations is to be limited in amount to the net assets of Kettering South End Allotments Association and nothing contained in this lease entitles the Landlord to pursue, exercise or enforce any right or remedy in respect of any breach of any of the Tenant's obligations against the personal estate, property, effects or assets of any of the Trustees.
- c. The parties hereby declare that there is no separate agreement or lease to which this lease gives effect.

SIGNED

On behalf of the Kettering Town Council, and as authorised by the Council at a meeting held on date 2022

Martin Hammond, Town Clerk

Date

On behalf of the South End Allotment Association:-

Name _____

Signature _____

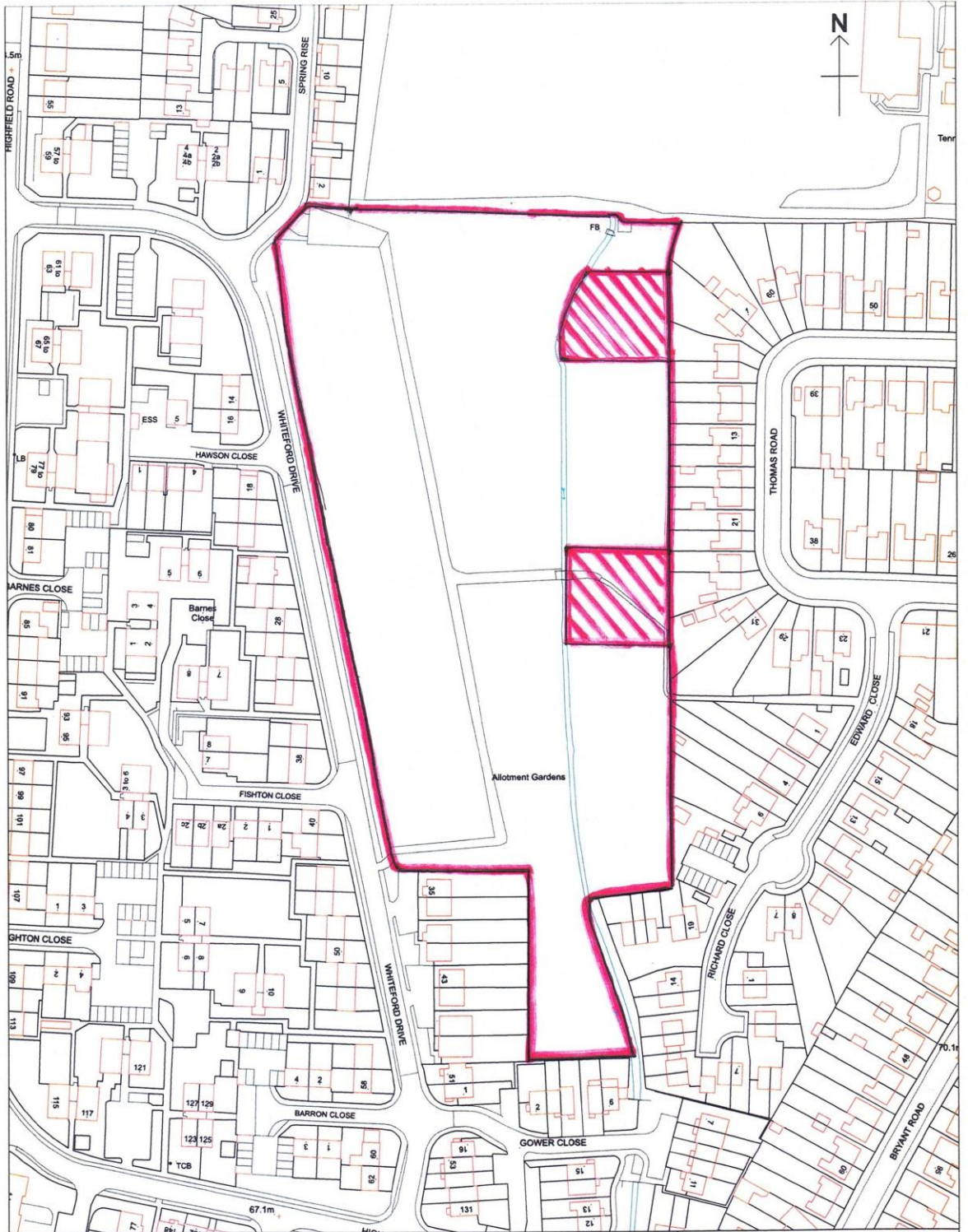
Date _____

And

Name _____

Signature _____

Date _____



Title: Whiteford Drive Allotments

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North Northamptonshire Council

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