

..... HOSPITAL FIELDS Allotments

This Agreement is made the 9 day of FEBRUARY one thousand nine hundred and 93 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET acting by the Council of the said Borough (hereinafter called "the Corporation") by DEREK JOHN BUCKMAN their CONTROLLER OF DEVELOPMENT SERVICES and DEPUTY DIRECTOR OF TECHNICAL SERVICES of the one part and of (hereinafter called "the Tenant") of the other part

1. The Corporation agrees to let and the Tenant agrees to take the allotment situate at ... HOSPITAL FIELDS (hereinafter called "the Site") comprising Plot No. 90A .. in the Register of Allotment Gardens maintained by the Corporation and containing 5 poles or thereabouts (hereinafter called "the allotment") from the first day of APRIL 1993 for one year and thereafter from year to year until the same shall be determined in manner hereinafter appearing at a yearly rent of £ 9 and by way of further rent a yearly water charge of £ 2-75 (which does not include the use of a hose) which said sums shall be paid yearly in advance on the 1st day of April in each year and so in proportion in respect of any period less than a year over which the tenancy may extend PROVIDED ALWAYS that any such rents and water charges aforesaid may in the future be increased or decreased by the Corporation at its discretion after giving to the Tenant twelve months' notice in writing of its intention so to do and upon expiration of such notice the increase or decrease therein specified shall forthwith take effect

2. The Tenant hereby agrees with the Corporation as follows:

- (a) To keep the whole of the allotment clean and weed free and in a good state of cultivation and fertility and in good condition to the satisfaction of the Corporation
- (b) Not to cause any nuisance or annoyance to the Corporation or the owners or occupiers of adjoining property or the occupier of any other allotment or obstruct any path or road set out by the Corporation
- (c) Not to cultivate the allotment within nine inches of any of the boundaries thereof as shown on the relevant lay-out plans prepared by the Corporation thus enabling joint side paths to be not less than eighteen inches wide and jointly with adjoining tenants to maintain the said paths to the satisfaction of the Corporation
- (d) Personally to cultivate the allotment and not to use it for any purpose other than as an allotment for the production of vegetable or fruit crops (for consumption by himself or his family) or flowers and not to underlet assign or part with the possession of it or any part thereof
- (e) Not to cut or prune any timber or other trees or take or sell or carry away any soil mineral gravel sand or clay nor move or in any way interfere with any plant equipment or installation belonging to the Corporation
- (f) To keep every hedge that adjoins the allotment properly cut and trimmed and keep any ditches adjoining the allotment properly cleansed
- (g) Not to erect any shed greenhouse building structure fence wall or hedge on the allotment without the prior written consent of the Corporation
- (h) To keep in a proper state of repair to the satisfaction of the Corporation's Controller of Development Services and Deputy Director of Technical Services for the time being any shed greenhouse building structure fence wall or hedge on the allotment erected in accordance with the Corporation's written consent given in pursuance of Clause 2(g) hereof
- (i) Not to use barbed wire on any part of the allotment
- (j) To indemnify and keep indemnified the Corporation its officers and servants from and against all costs claims demands proceedings expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use by the Tenant either directly or indirectly of the allotment and which would not have arisen but for the granting of this tenancy

- (k) Not to take on to the allotment any materials or equipment not directly used thereon nor place nor deposit on any part of the Site or its environs any material equipment or refuse
- (l) Not to enter or leave the Site without locking the gates thereto where such are provided
- (m) Not to use on the allotment any hose or sprinkler system except with the previous written consent of the Corporation and where such consent is given to pay such charges in respect thereof as the Corporation may from time to time determine

3. IT IS HEREBY AGREED AND DECLARED between the parties hereto that:

- (1) Any member or officer of the Corporation or any duly authorised agent or contractor shall be entitled at any time to enter and inspect the allotment or undertake any necessary works thereon
- (2) This tenancy shall terminate on the happening of any of the following events:
 - (a) In the event of the death of the Tenant the tenancy shall terminate one month after the date of his death
 - (b) Forthwith whenever any tenancy or right of occupation of the Corporation shall terminate
 - (c) (i) If the rent and/or water charge and/or any charge payable under Clause 2(m) hereof is in arrear for not less than 40 days whether legally demanded or not; or
 - (ii) If the Tenant is not duly observing the conditions of his tenancy or shall abandon the allotment

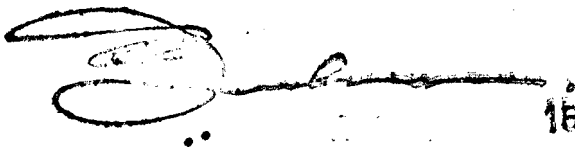
then and in any such case the tenancy shall terminate upon the expiration of one calendar month's written notice in that behalf given by the Corporation to the Tenant

- (d) If either the Corporation or the Tenant shall give to the other one year's previous notice in writing to determine the tenancy hereby created at any time on or before the sixth day of April or on or after the twenty-ninth day of September in any year then and in such event the tenancy hereby created shall determine at the end of such year's notice Provided Always that the Corporation may at its discretion accept a lesser period of notice from the Tenant expiring at any time
- (e) If the Site or any part thereof that includes the allotment shall be required by the Corporation for a purpose for which it was acquired or to which it has been appropriated by the Corporation in which event the tenancy may be determined by the Corporation by three calendar months' notice in writing
- (3) The Tenant shall on entering into possession of the allotment pay to the out-going tenant of the allotment any statutory compensation payable for crops or improvements
- (4) The General Rates in respect of the allotment shall be paid by the Corporation
- (5) The Corporation shall be entitled to recover from the Tenant on his vacating the allotment on the termination of the tenancy hereby created statutory compensation in respect of any deterioration of the allotment caused by failure of the Tenant to maintain it as required by Clause 2(a) hereof
- (6) Any notice required to be served hereunder may be served
 - (a) on the Tenant either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or by fixing the same in some conspicuous manner on the allotment; or
 - (b) On the Corporation by addressing it to the Chief Executive and Town Clerk for the time being of the Corporation and leaving it at or sending it by prepaid post to the Corporation's offices for the time being

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the said DEREK JOHN BUCKMAN

In the presence of:



Witness

LONDON BOROUGH OF BARNET
 DIRECTORATE OF TECHNICAL SERVICES
 DEVELOPMENT SERVICES DIVISION

