

DATED

RENEWAL LEASE BY REFERENCE TO A PREVIOUS LEASE

relating to

Land at Bleachfield Street, Alcester, Warwickshire

between

Stratford on Avon District Council

and

Alcester Town Council

CONTENTS

CLAUSE

1. Interpretation	0
2. Grant	1
3. Tenant's Covenants	1
4. Landlord's Covenants	1
5. The Previous Lease	1
6. Exclusion of sections 24-28 of the LTA 1954	2
7. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights	2
8. Entire agreement	2

SCHEDULE

Schedule 1 Variations to the Previous Lease	3
1. Substitution of the Annual Rent	3
2. Substitution of the Contractual Term	3
3. Replacement of Clauses	6

ANNEX

ANNEX A Copy of the Previous Lease	5
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This lease is dated

PARTIES

- (1) STRATFORD ON AVON DISTRICT COUNCIL** of Elizabeth House, Church Street, Stratford-on-Avon, Warwickshire, CV37 6HX (**Landlord**)
- (2) ALCESTER TOWN COUNCIL** of Globe House Priory Road Alcester Warwickshire B49 5DZ (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Tenant was the Tenant of the Previous Lease.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: rent at a rate of £150 per annum.

Contractual Term: a term of seven years from and including 27 June 2025 to and including 26 June 2032.

Previous Lease: the lease of the Property dated 13 June 2019 and made between (1) Stratford on Avon District Council and (2) Alcester Town Council (a copy of which is annexed to this lease at **ANNEX A**) and the documents made supplemental to it.

Previous Lease Annual Rent: the annual rent reserved by the Previous Lease as set out in clause 2.1 of the Previous Lease.

Previous Lease Contractual Term: the contractual term for which the Previous Lease was granted as set out in clause 2.1 of the Previous Lease.

Incorporated Terms: all of the provisions of the Previous Lease (as varied by this lease).

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Plan: the plan annexed to the Previous Lease.

Property: the property known as the land at Bleachfield Street, Alcester, Warwickshire shown edged red on the Plan attached to the Previous Lease.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

- 1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Previous Lease, the provisions of this lease shall prevail.
- 1.3 For the purposes of this lease only, references to the "Landlord" and "Tenant" in the Previous Lease shall be read as references to the Landlord and Tenant in this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
 - (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and
 - (d) with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.

3. Tenant's Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

4. Landlord's Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. The Previous Lease

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as set out in **Schedule 1** and this lease shall be read and construed accordingly.

6. Exclusion of sections 24-28 of the LTA 1954

6.1 The parties:

(a) confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (ii) the Tenant made a declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (iii) there is no agreement for lease to which this lease gives effect; and

(b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

7. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

7.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

8. Entire agreement

8.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

8.2 Each party acknowledges that in entering into this it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

8.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

8.4 Nothing in this clause shall limit or exclude any liability for fraud.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Variations to the Previous Lease

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 1.1 This lease shall reserve the Annual Rent instead of, and not in addition to, the Previous Lease Annual Rent.
- 1.2 The Annual Rent shall be payable from 27 June 2025 by the same instalments and on the same dates as the Previous Lease Annual Rent would have been payable.
- 1.3 All of the provisions in the Previous Lease relating to the Previous Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Contractual Term

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 2.1 The Previous Lease Contractual Term shall be deleted and replaced by the Contractual Term.
- 2.2 All of the provisions in the Previous Lease relating to the Previous Lease Contractual Term shall be read and construed as referring to the Contractual Term instead.

3. Replacement of clauses

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 3.1 Clause 6 of the Previous Lease shall be deleted and replaced by the following clause:

“Legal Costs

The parties shall be responsible for their own legal costs in connection with the preparation and completion of this lease.”

EXECUTED as a DEED by

STRATFORD-ON-AVON DISTRICT COUNCIL

by affixing its Common Seal in the presence of:

.....

SIGNED AND DELIVERED AS A DEED by

for and on behalf of **ALCESTER**

TOWN COUNCIL in the

presence of:-

ANNEX A Copy of the Previous Lease

Dated

13th June

2019

STRATFORD ON AVON DISTRICT COUNCIL

and

ALCESTER TOWN COUNCIL

Lease

In relation to

Land at Bleachfield Street

Alcester

Warwickshire

AN AGREEMENT made the 13th day of June 2019

BETWEEN

- (1) **STRATFORD ON AVON DISTRICT COUNCIL** of Elizabeth House, Church Street, Stratford-on-Avon, Warwickshire, CV37 6HX ('the Council') and
- (2) **ALCESTER TOWN COUNCIL** of Globe House Priory Road Alcester Warwickshire B49 5DZ ('the Tenant')

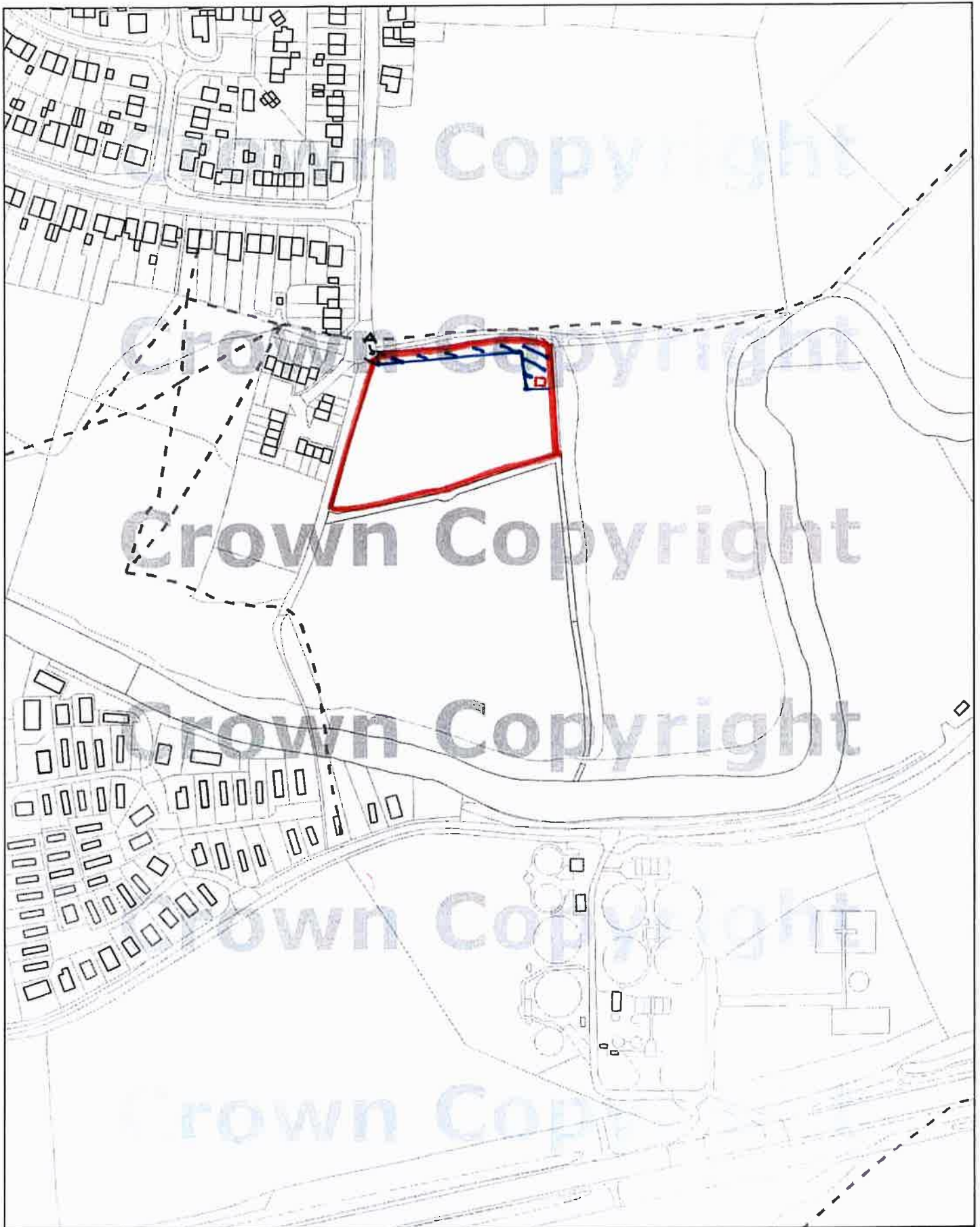
WHEREBY

1. Definitions And Recitals

- 1.1 The Council is the freehold owner of the land ("the Property") shown edged red on the attached plan ("the Plan") and the access ("the Access") shown edged blue on the Plan situated at Bleachfield Street Alcester Warwickshire
- 1.2 The Council has agreed to grant the Tenant the rights set out in this Agreement.

2. Demise

- 2.1 The Council agrees to let and the Tenant agrees to take for a term of Seven years from and including the 27th June 2019 until 26 June 2025 the Property as private allotment land to pick and carry away flowers, vegetables and other produce grown there but for no other purpose whatsoever at a yearly rental of £150 payable yearly in advance and without deduction otherwise than allowed by statute.
- 2.2 The Council grants the right to the Tenant to pass and repass on foot only (and including the right to take over wheelbarrows, lawn mowers and other reasonable garden appliances) over the Access to the Property together with the Landlord, the Environment Agency and all others who have a right to use the Access and the Council shall not be liable to the Tenant for any damage loss or injury suffered as a result and the Tenant shall make no claim against the Council in this respect



Dr.

Land at Bleachfield Street - Alcester

Scale 1:2,500

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Ordnance Survey 100024287



Legend

Signature
KA Cogill

Valerie Clarke
Town Clerk
Alcester Town Council,

3. Tenant's Covenants

The Tenant agrees with the Council as follows:

- 3.1 To pay the rent annually in advance on the date of the Lease and each anniversary of that date
- 3.2 To pay promptly to the authorities to whom they are due all rates taxes and outgoings relating to the Property, including those which are imposed after the date of this Lease
- 3.3 The Property shall not be used for the purpose of any trade or business.
- 3.4 The Property shall be kept clean and tidy and free from weeds and otherwise maintained in good condition, and any pathway or cart-track included therein or abutting thereon and the Access shall be kept reasonably free from weeds.
- 3.5 No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on the Access or any path or roadway set out by the Council for the use of the occupiers of the Property or any adjoining property.
- 3.6 No timber or other trees upon the Property shall be cut or pruned and no mineral gravel sand earth or clay shall be taken or carried away therefrom without the consent of the Council.
- 3.7 No burning of any items or materials, including bonfires, shall be permitted on the Property.
- 3.8 The Tenant shall not keep or permit any livestock to be kept on the Property nor construct any building or other structures of a temporary or permanent nature, including without limitation sheds or pens, without the consent of the Council.
- 3.9 The Tenant shall not sink or otherwise install any well, tub or other receptacle on the Property for the storage of water, provided that it may allow the installation of water butts on the Property provided that any such water butt is securely covered.
- 3.10 The Tenant shall be responsible for the maintenance, repair and upkeep of any boundary features separating the Property from other properties, including without limitation walls, fences, railings, trees, gates, hedges and any other feature which encloses the Property.
- 3.11 The Tenant shall be responsible for the complete day-to-day running of the Property and may underlet individual plots for allotment use only, but shall maintain a list of potential

Property holders.

- 3.12 The Tenant shall be responsible for the collection of individual rents from the Property holders.
- 3.13 The Tenant shall comply with any regulations made by the Council and notified to the Tenant from time to time.
- 3.14 The Tenant shall make good any damage to the Property or to the Access or any adjoining property of the Council caused by the Tenant or any other party with the Tenant's express or implied authority.
- 3.15 The Tenant shall provide to the Landlord two keys for the gates shown on the Plan and marked "A"
- 3.16 The Tenant may not assign sublet mortgage charge or part with possession of the Property except that the Tenant may sublet the whole of the Property to the Alcester Town Allotment Association PROVIDED THAT the sublease is on the same terms as in this Lease and terminates on the same date as this Lease
- 3.17 Within one month of any subletting to the Alcester Town Allotment Association the Tenant shall serve notice on the Council and provide a copy of the Sublease.
- 3.18 At the expiration of this Lease (however determined) to return the Property in a clean and tidy condition and in accordance with the terms of this Lease

4. Access to the Property

Any officer or agent of the Council shall be entitled at any time when so directed by the Council, to enter and inspect the Property.

5. Determination

This Agreement may be determined:

- 5.1 By either the Council or the Tenant giving to the other not less than 3 months' notice in writing.
- 5.2 By re-entry by the Council at any time on immediate notice to the Tenant:
 - 5.2.1 If the rent or any part thereof is in arrear for not less than 30 days whether legally demanded

or not, or

- 5.2.2 If the Tenant or any occupier or other person at the Property with the Tenant's authority, express or implied, breaches any of the terms of this Agreement.

6. Landlord's Legal Costs

The Tenant shall pay the Landlord's legal fees for the preparation of this Lease such payment not to exceed £300 payable whether or not this Lease proceeds to completion.

7. Notices

Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by the recorded delivery service a written notice by any authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on the Property and any notice required to be given by the Tenant to the Council shall be sufficiently given if sent by a prepaid post letter to the Senior Solicitor of the Council.

8. Agreement Personal

This Agreement is personal to the Tenant and the rights granted may be executed by the Tenant only.

9. Public Liability Insurance

Forthwith to effect in a reputable insurance office public liability insurance for an amount not less than £5million which indemnifies the Tenant in respect of its liability at law for accidents causing death of or bodily injury to any person or loss of or damage to property including all costs and expenses and to pay all annual premiums necessary for effecting and maintaining such insurance as aforesaid and whenever so required to produce to the Landlord the policy of insurance and the receipt for the premiums payable in respect thereof

10. Indemnity

The Tenant shall indemnify and keep the Council indemnified from and against all liability in respect of any costs claims demands damages penalties actions proceedings losses or expenses in respect of or arising out of injury to or death of any person damage to any property or otherwise arising from the exercise of the rights granted by this Agreement.

11. Compensation

Upon the termination of this Agreement the Council shall not pay any compensation for disturbance or otherwise on the termination of this Agreement

12. Exclusion Clause

- 12.1. The Council gives no warranty that the Property and/or the Access is legally or physically fit for the rights.
- 12.2 The Council cannot guarantee that the Tenant will be able to use the Property and/or Access for the rights and the Tenant shall make no claim against the Council in this event
- 12.3 The Council cannot guarantee that other users of the Access will not obstruct or block any part of the Property or the Access from time to time and the Tenant will not make any claim against the Council in the event that third parties obstruct it.
- 12.4 The Council may enter upon the Property or the Access for the purpose of carrying out works to the Property or the Access and in the event that such works prevent the Tenant exercising the rights during the carrying out of such works then the Council shall not be liable to the Tenant for any damage loss or injury suffered as a result and the Tenant shall make no claim against the Council in this respect.

13. Capacity of the Council

The Agreement is entered into by the Council as owner of the Property and the Access only and shall not affect or diminish the exercise of the rights duties powers and authorities as a local authority or in any other capacity whether under statute local byelaw or otherwise.

14. Contracts (Rights of Third Parties) Act 1999

Any person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available part from such

15 V.A.T

The Tenant will pay to the Landlord in addition to all payments to be made by or on behalf of the Tenant under this Lease all Value Added Tax payable in respect thereof and all such payments are expressly reserved or charged exclusive of Value Added Tax.

16. Security of Tenure

16.1 The parties have entered into this agreement on the basis that it will be excluded from the provisions of the Landlord and Tenant Act 1954 ("1954 Act") by virtue of the tenancy hereby granted not permitting the Property to be used for business use, but should it be construed otherwise and in the interests of certainty, the parties confirm that:

16.1.1 The Council served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this agreement before this agreement was entered into; and

16.1.2 Vanessa Lowe who was duly authorised by the tenant to do so made a declaration dated 2019 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act, a certified copy of which declaration is annexed to this agreement

16.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this agreement

17. Entire Agreement

This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

IN WITNESS whereof this Lease has been duly executed as a Deed the day and year first before written

EXECUTED as a DEED by
STRATFORD-ON-AVON DISTRICT COUNCIL

by affixing its Common Seal in the presence of:




.....

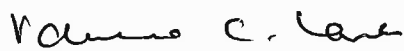
SEAL NO^o 21271

Kammaldeep Rai

Solicitor and Authorised Signatory under Article
14 of the Stratford-on-Avon District Council
Constitution dated 8th January 2019

SIGNED AND DELIVERED AS A DEED by

for and on behalf of **ALCESTER
TOWN COUNCIL** in the
presence of:-


VANESSA CLARKE LOWE
TOWN CLERK
ALCESTER TOWN COUNCIL
GLOBE HOUSE
PRIORY ROAD
ALCESTER, B49 5DZ


KA Cogill