

Lease of allotments at Heyes Lane, Alderley Edge: Comments on draft last edited on 8 March 2012

Comments in italics will apply to the generic lease for any of the allotments in Cheshire East, and in particular to the two other allotment sites in Alderley Edge – those at Chorley Hall Lane and Beech Close.

No.	Reference	Comment
	Substantive changes	
1.	Whole	We request that, as a party named in the lease and with a strong interest in its terms, the Alderley Edge Allotments and Gardens Society be given sight of the lease after it has been amended in any way following receipt of comments on the draft from Alderley Edge Parish Council, and allowed 21 days thereafter to submit further comments on that draft, before it is executed.
2.	1.1 Waste	<i>The definition of Waste should be amplified to explicitly exclude compost and manure.</i>
3.	2.1	<i>The phrase "reserving in the rents" is far from Plain English and is not commonly used in commercial leases; "subject to the rent being paid" would be clearer.</i>
4.	3 Rights and Reservations	The Lease should, in this section, cite the Covenant entered into in 1950 by Alderley Edge Urban District Council with representatives of the De Trafford family which restricts the use of the Premises to a public recreation ground, playing field, allotments or public garden – see Item 1 in the Charges Register of the Land Registry Title Number CH385477, and the mineral rights in Item 2 of the Property Register for the same Title Number. See suggested wording at 3.4 below.
5.	3.1.1	The Lease needs to grant the rights for agents of PE Jones to maintain the foul sewer that runs beneath the Premises – see Item 4 in the Charges Register of Land Registry Title Number CH385477.

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6.	3.3	Does this clause protect all existing plot-holders from immediate termination of their plot tenancies, eg those who are resident in Cheshire East, but not resident in Alderley Edge Civil Parish? If not, please add a clause to that effect.
7.	3.3, line 2	For clarity insert, before “and to any other rights...”, the words “as set out in the Society’s Agreement with Macclesfield Borough Council, dated 3 December 1976, including that Society’s right to manage the allotments on a day-to-day basis”. We understand from a communication from Mr George Broughton, Parks Manager, CEC that it is his anticipation that that Agreement will continue in force unless it is formally terminated in accordance with the provisions of that Agreement. [Note also the textual correction in this Clause set out below.]
8.	3.4	For clarity and the avoidance of doubt, at the end of this Clause add "These include: the undertaking given by Alderley Edge Urban District Council to the de Trafford estates to preserve this land as a public recreation ground, playing field, allotments or public gardens; and the access granted to PE Jones (Contractors) Ltd to maintain a foul sewer beneath the Premises."
9.	4	<i>Replace "The rent is to pay a principal rent annually" with "The Tenant is to pay a Principal Rent annually"</i>
10.	6,2,1, line 3	<i>Delete “or 147”. Section 147 of the Law of Property Act 1925 is only applicable to the internal decoration of a building; this is not relevant to these Premises, where only garden sheds are permitted by Clause 7.4.</i>
11.	7.2	<i>Add, at end of existing clause: “to maintain the existing water supply to and within the Premises, and to maintain drainage within the Premises adequately to aid cultivation.”</i>
12.	7.2, 7.3, 7.4, 7.5, 7.6	<i>Add at the start of each Clause “The Tenant is”. Without this addition the responsibility for each of the duties in these clauses is undefined.</i>
13.	7.5, line 1	<i>Delete "the Premises for residential purposes or" as this duplicates the succeeding clause, 7.6.</i>

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14.	10.2	<i>Clause should be modified to permit the deposition on the Premises of reasonable quantities of compost and manure, without hazarding watercourses or habitats.</i>
15.	13, line 7	Replace "the same" with "the Society", as the current text is ambiguous as to whether "the same" refers to the Society or to the Agreement.
16.	End of document	Provision should be made for the signature of an authorised signatory on behalf of Alderley Edge Parish Council. The authority to sign should be evidenced by the passage of a formal resolution of the Parish Council in Part I of its agenda, and Cheshire East should require written evidence of the approval of that resolution.
	Typing & other textual errors	
17.	1.4, line 1	<i>"this", not "his".</i>
18.	3.1.1, line 2	<i>"(except in the case of emergency)", not "(and except in the case of emergency)".</i>
19.	3.1.1 subclauses	Should be numbered 3.1.1.1 and 3.1.1.2, not 3.2.1.1 and 3.2.1.2.
20.	3.2, line 1	<i>Reference to Clause 3.2 from within Clause 3.2 is incorrect; it is not clear what Clause should be referenced here.</i>
21.	3.3, line 2	Delete "Allotments and Gardens Society" in line 2 – retain in line 1-2.
22.	6.1, line 2	<i>Delete "utility costs," in line 2 as this duplicates "utility costs" in line 3.</i>
23.	8.4, line 1	<i>Insert "of" after "cultivate any part".</i>
24.	8.4, line 2	<i>"as are reasonable", not "as a reasonable".</i>
25.	8.4, lines 5-6	<i>Delete "a maximum of" as this is tautological with "not exceed".</i>

No.	Reference	Comment
26.	15, line 2	<i>Replace "Seller" with "Landlord".</i>
27.	15, line 8	<i>Replace "Seller" with "Landlord".</i>