

DATED 9th

day of March

2026

LEASE BY REFERENCE TO AN EXISTING LEASE

BETWEEN

NORTHCHURCH PARISH COUNCIL

-and-

SUNNYSIDE RURAL TRUST LIMITED

RELATING TO

**NORTHCHURCH ALLOTMENTS NEW ROAD NORTHCHURCH
HERTFORDSHIRE**

ACUITY LAW

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

NORTHCHURCH PARISH COUNCIL c/o The Clerk to the Northchurch Council PO Box 2603
Kings Langley WD4 4EJ

Tenant

**SUNNYSIDE RURAL TRUST LIMITED (co no 02600844) whose registered office is at Civic
Centre 161-163 High Street Berkhamsted HP4 3HD**

Other parties

None.

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1. of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

Lease dated 25 February 2011 attached

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term"

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

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

The easements as specified in clause 3 of the Original Lease.

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

None

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

Declaration of trust where there is more than one person comprising the Tenant.

THIS LEASE is dated

2025

PARTIES

- (1) **NORTHCHURCH PARISH COUNCIL** c/o The Clerk to Northchurch Council PO Box 2603 Kings Langley WD4 4EJ
- (2) **SUNNYSIDE RURAL TRUST LIMITED** (Co No 02600844) whose registered office is at Civic Centre 161-163 High Street Berkhamsted HP4 3HD Tenant)

BACKGROUND

- (A) The Council has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at a rate of £3649.00 per annum excl. VAT .

Original Lease: the lease dated 25th February 2011 and made between the Council and the Tenant (a certified copy of which is annexed to this lease) and any of the documents made supplemental to it and made between the parties hereto.

Incorporated Terms: all the terms, requirements, covenants and conditions contained in the Original Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3:

- (a) including:
 - (i) the definitions and rules of interpretation in the Original Lease;
 - (ii) the agreements and declarations contained in the Original Lease;
 - (iii) the rights granted and reserved by the Original Lease (including the right of re-entry and forfeiture); and
 - (iv) the third party rights, restrictions and covenants affecting the Property.
- (b) but excluding any terms of the Original Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

Plan the plans attached to the Original Lease

Property: the property known as Land at Northchurch Upper Allotments, New Road Northchurch Hertfordshire HP4 1NJ more particularly described in the Original Lease.

Rent Commencement Date: 1st April 2026

Rent Payment Dates: as per the Original Lease.

Term: the term referenced in the Original Lease and extended by the Option for a further lease as described at clause 6 of the Original Lease.

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

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 For the purposes of this lease only, references to the landlord and tenant in the Original Lease shall be read as references to Landlord and Tenant in this lease and matters in the Original Lease requiring the consent or approval of the landlord, shall also require the consent of the Landlord on the same terms under this lease.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Term at the rents reserved.

2.2 The matters excepted and reserved by the Original Lease for the benefit of the Landlord are excepted and reserved for the benefit of the Landlord by this lease.

2,3 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.4 The Tenant covenants with the Landlord that it will comply with the Landlord's Covenants.

2.5 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.6 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent and all VAT in respect of it;

(b) any other sums due under this lease.

3. THE ORIGINAL LEASE

3.1 For the purposes of this lease only, the terms of the Original Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly. If there is a dispute between the terms of this lease and the Original Lease the terms as varied by this lease shall prevail.

3.2 The Lease hereby granted shall only be assigned together with the Original Lease.

4. THE ANNUAL RENT

4.1 The Tenant shall pay the Annual Rent by 12 equal instalments in advance on or before the Rent Payment Dates.

5. SECTION 62 OF THE LAW OF PROPERTY ACT 1925

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over

neighbouring property, and section 61 of the Law of Property Act 1925 does not apply to this lease.

6. ENTIRE AGREEMENT

- 6.1 This lease and any 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.
- 6.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 6.3 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.
- 6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule – Variations to the Original Lease

1. AMENDMENT OF CLAUSES TO THE ORIGINAL LEASE

Definitions:

Plans: Plan 2 in the Original Lease will be substituted by the plans attached to this lease

1.1 Clause 3.2 Use of Land will be deleted and replaced with the following clause:

3.2 Use of Land

To use the land as an allotment and community farm in accordance with the Allotment Acts and any amendment or update to that legislation and/or with the Landlord's consent (such consent not to be unreasonably withheld or delayed) PROVIDED **THAT** the Tenant ensures all relevant licenses and planning permissions are obtained at their own cost.

3.2.1 a horticultural training school.

3.2.2 The Council also permits the Tenant only to operate a café on the land as long as the café is only operated for the benefit of the Tenant and the visitors to the land and all profits from the café are accounted to and for the charitable purposes of the Tenant.

3.2.3 The sale of any produce nurtured or grown on the land is either allowed on site or at an agreed situation near the gate of the access road leading onto New Road PROVIDED THAT all profits from sales are accounted to and for the charitable purposes of the Tenant

1.2 Clause 3.21 shall be varied to include the wording:

The Council further permits the Tenant to make any reasonable adjustments to the Access Road PROVIDED THAT the Tenant obtains at their own cost any consent for any structural amendments from the governing bodies.

Schedule:

The Rent Review clauses in the Schedule of the Original Lease will be amended as follows

Definitions:

1. Ascertaining the Rent

1.1 The Council will review the Rent in accordance with the review period specified in Schedule 1.4 of the Original Lease

1.2 Is deleted and replaced with:

“The Index” means the All-Items Consumer Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time published in substitution therefor.

**EXECUTED AS A DEED by
NORTHCHURCH PARISH COUNCIL
Acting by the Clerk to the Council and
The Chairman of the Council**

Clerk to the Council:

Chairman or the Council :

EXECUTED AS A DEED SUNNYSIDE RURAL TRUST LTD

Acting by [Name of Director]

a Director in the presence of :-

.....Director

Witness Signature:

Name of Witness:

Address of Witness:

.....