

(1) The Council of the City of York

(2) The Trustees of Bustardthorpe Allotments Association

Lease
of
Bustardthorpe Allotments,
Bishopthorpe Road,
York

Andrew Docherty
Assistant Director of Governance and ICT
The Council of the City of York
The Guildhall
York YO1 9QN

BETWEEN

- (1) The Council of the City of York of the Guildhall, York YO1 9QN ("the Landlord") and
- (2) The persons whose details are set out in the Third Schedule being the present trustees of Bustardthorpe Allotment Association ("the Tenant") which includes the Tenant's successors in title and assigns in whom this Lease shall for the time being be vested and if more than one all covenants expressed upon the part of the Tenant shall be joint and several#

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the terms defined in this clause and in the Particulars shall have the meanings specified:

"Annual Rent"	£750.00 per annum subject to review in accordance with the Second Schedule
"Business Day"	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank Holiday in England
"Conducting Media"	all or any sewers drains conduits gutters channels watercourses pipes cables wires ducts and mains and apparatus associated therewith and all equipment and fittings ancillary thereto forming part of or serving the Premises
"Interest Rate"	a yearly rate of four per cent above the base rate of HSBC Bank Plc (or such other rates by reference to which London clearing banks decide their own rates of interest)
"Landlord"	includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
"Landlord's Property"	any property from time to time owned by the Landlord which adjoins or is in the vicinity of the Premises
"Plan"	the plan annexed to this Lease
"Planning Acts"	"the Consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time
"Permitted Use"	Allotment garden site only
"Premises"	Land known as Bustardthorpe Allotments at Bishopthorpe Road, York with all the boundaries thereto and shown edged red on the Plan

"Management Agreement"	An agreement made between the Landlord and Tenant dated _____ as set out in the Fourth Schedule or as may be varied from time to time between the parties
"Rent Commencement Date"	1 January 2012
"Rent Payment Dates"	the 1 st days of January April July and October in advance
"Term"	twenty five years starting on 1 January 2012 and ending on 31 December 2036
"the Tenant"	the person in whom the Term is vested for the time being
"VAT"	value added tax and any other tax of a similar nature

1.2 The expression "the Premises" includes

1.2.1 all additions and improvements to the Premises

1.2.2 all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise

1.2.3 all Conducting Media in on under or over the Premises and exclusively serving the Premises

1.3 Any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done

1.4 Reference to any right of the Landlord to have access to or entry upon the Premises shall be construed as extending to all persons properly authorised by the Landlord including agents professional advisers contractors workmen and others

1.5 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made or issued or given thereunder or deriving validity therefrom

1.6 The title headings appearing in this lease are for reference only and shall not affect its construction

1.7 Any reference to a clause or schedule shall mean a clause or schedule to this lease

2. Demise

The Landlord hereby demises to the Tenant the Premises together with (in common with the Landlord and others authorised by the Landlord) the rights specified in part 1 of the First Schedule to this lease excepting and reserving to the Landlord and its successors in title and assigns and other the owners and occupiers of the Landlord's Property and all others authorised by it or them the rights specified in Part 2 of the First Schedule to this lease to hold the same unto the Tenant for the Term yielding and paying therefor

(a) the Annual Rent every year and proportionately for any part of a year

(b) VAT on the Annual Rent to the extent lawfully demanded by the Landlord

the Annual Rent to be paid in equal instalments in advance on the Rent Payment Dates the first payment being the sum apportioned from the Rent Commencement Date to the day before the next Rent Payment Date to be made on the Rent Commencement Date

3. Tenant's covenants

The Tenant hereby covenants with the Landlord as follows:

3.1 Rents

3.1.1 To pay the Annual Rent on the Rent Payment Dates whether demanded or not

3.1.2 (Subject to any statutory right) not to exercise any legal or equitable rights of set-off, deduction, abatement or counterclaim whatsoever to reduce its liability to pay the Annual Rent

3.2 Outgoings

To pay and discharge the Tenants own cleaning clerical and administration costs and all existing and future taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise including a fair proportion of anything payable in respect of any adjoining property now or hereafter payable by law in respect of the Premises or any part thereof by the owner landlord tenant occupier thereof other than:

3.2.1 any tax in respect of Annual Rent and other payments under this lease (other than VAT or other tax thereon intended by statute to be payable by the Tenant)

3.2.2 any tax or levy in respect of the grant of and arising solely by reason of this lease (and not by reason of the combined effect of the grant of this lease and of some other act or omission on the part of the Tenant) and

3.2.3 any tax in respect of any dealing with the reversion expectant on the Term not arising by reason of some act or some omission on the part of the Tenant

3.3 VAT

3.3.1 Any payment or other consideration to be provided to the Landlord is exclusive of VAT and the Tenant shall (subject to delivery by the Landlord of a valid VAT invoice in respect thereof) in addition pay any VAT chargeable on the date the payment or other consideration is due

3.3.2 Any obligation to reimburse or pay the Landlord's expenditure extends to irrecoverable VAT on that expenditure and the Tenant shall also reimburse or pay such VAT

3.4 Interest on overdue payments

3.4.1 If any of the Annual Rent (whether or not formally demanded), or any other sum of money, payable by the Tenant under this lease has not been paid:

- (a) in the case of the Annual Rent (and any VAT), on the date when payment is due; and
- (b) in the case of any other sums, within 10 Business Days of written demand;

The Tenant shall pay interest calculated on a daily basis on the unpaid sums at the Interest Rate for the period from and including the date when payment:

- (i) Was due (in the case of the Annual Rent and any VAT); or
- (ii) Was demanded (in the case of any other sums);

until the date the Landlord receives payment (both before and after any judgement).

3.4.2 If the Tenant is in material breach of any obligation in this Lease and the Landlord refuses to accept payment of the Annual Rent so as not to waive that breach, the Tenant shall pay interest on such sum at the Interest Rate for the period from and including the date when payment:

- (a) was due; or
- (b) would have been due if demanded on the earliest date on which it could have been demanded;

to the date when the landlord accepts payment. This obligation is without prejudice to any other rights, remedy or power available to the Landlord. If it is subsequently established that the Tenant is not in material breach of obligation under this Lease, no interest shall be due on any Annual Rent which the Landlord has refused to accept.

3.5 Repair

3.5.1 To repair the Premises and keep them in good and substantial repair and condition which shall include but not be limited to the following:

- (a) repairing of taps, water supplies and water butts, including underground services;
- (b) all gates, fences and hard-standing areas.

3.5.2 To keep the Premises well maintained and clean and tidy including but not limited to the following:

- (a) the cutting of the grass pathways to give access to individual allotment plots;
- (b) to cut the inside and top of the boundary hedge when required and in any event at least once every twelve months.

3.5.3 To make sure all rubbish is stored properly and remove all rubbish from the Premises at least once a week; and

3.5.4 To keep all Conducting Media in good condition and clear at all times

3.6 Inspection and entry

3.6.1 To permit the Landlord at all reasonable times on reasonable prior notice (or at any time without such notice in case of emergency) to enter the Premises to view their condition and if any defect disrepair or unauthorised alteration is found for which the Tenant is liable then upon service of written notice by the Landlord specifying these to commence and complete the works properly required by that notice within a reasonable period after any such notice (or forthwith in case of emergency).

3.6.2 If the Tenant does not comply with the notice within a reasonable time the Landlord may enter into the Premises and execute such works and the Tenant shall pay to the Landlord as a debt and on demand all expenses reasonably and properly incurred in so doing.

3.7 Access of the Landlord

3.7.1 To permit the Landlord at all reasonable times on reasonable prior notice (or at any time without such notice in the case of emergency) to enter upon the Premises for all or any of the following purposes namely:

(a) taking inventories of the landlord's fixtures and fittings (if any)

(b) effecting decorations repairs maintenance renewal extension alteration tests or other works to or on any part or parts of the Landlord's Property or tests to the Premises or any matters acts or things which may be requisite under or pursuant to the provisions of this lease or to comply with any Act of Parliament statutory instrument order building regulation or other regulation or local bye-law in relation to the Premises or any part thereof but only to the extent that the same cannot reasonably be carried out without the Landlord securing access to the Premises

(c) inspecting cleansing maintaining testing repairing altering laying fixing constructing renewing re-laying and connecting up to any Conducting Media used or to be used for or in connection with any part or parts of the Landlord's Property

(d) enabling prospective purchasers mortgagees or tenants of the Landlord's interest in the Premises to view the Premises

and for all or any such purpose to erect scaffolding and/ or other like apparatus and/ or ladders and/ or cradles and other like appliances or apparatus upon the Premises or any part thereof or outside the Premises

3.8 Yielding up

To yield up the Premises at the expiry or sooner determination of the Term in a state of repair and condition consistent with the Tenant's covenants in this lease

3.9 Alterations

Not to make any alteration or addition to including construction and excavation works to the Premises (other than those normally associated with allotment gardening) without the Landlord's prior written consent

3.10 Signs

Not to erect any signs, notices, advertisements, lettering or announcements of any kind, which can be seen from outside the Premises, without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

3.11 Reinstatement

Before the end of the Term:

3.12.1 to replace any fixtures which are damaged and cannot be repaired or are missing or destroyed with new ones of a similar type and quality

3.12.2 to remove any signs and all tenant's fixtures and fittings, furniture and belongings and to repair to the Landlord's reasonable satisfaction all damage caused by removing them

3.12.3 (save to the extent reasonably required in writing) to remove and make good any alterations made to the Premises during the Term or any period of occupation by the Tenant or its predecessors, and to reinstate the Premises in a good and workmanlike manner to the Landlord's reasonable satisfaction

3.12 Compliance with requirements of statute local and other authorities

To observe and perform all requirements of and to do and execute or cause to be done and executed all such works and things as under or by virtue of any Act of Parliament local Acts building regulations or byelaws already or hereafter to be passed and rules and regulations thereunder now are or shall or may be directed or required to be done or executed upon or in respect of the Premises or any part thereof or in respect of the user thereof whether by the owner landlord tenant or occupier thereof and at all times during the Term to indemnify and keep indemnified the Landlord against all claims demands expenses and xxxx

3.13 Planning

3.13.1 At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and to indemnify and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of such matters and to produce to the Landlord within ten days of receipt of by the Tenant of notice thereof any notice order or proposal made given or issued under or by virtue of the Planning Acts affecting or relating to the Premises

3.13.2 Not without the Landlord's previous consent to:

(a) apply for nor to permit any person deriving title under the Tenant to apply for any planning permission relating to the Premises or to any part thereof or to the use thereof or any part thereof and in the event of the Landlord attaching any reasonable conditions to such consent as aforesaid not to apply or permit any application for any such planning permission save in accordance with the said conditions or

(b) implement or permit to be implemented any planning permission

3.13.3		Immediately after the grant thereof to supply to the Landlord a copy of any such planning permission and the application and any correspondence or drawings incidental or relating thereto
3.14		Permitted Use
3.14.1		Not to use the Premises otherwise than for the Permitted Use in accordance with the Management Agreement and the Allotment Act 1922 as amended
3.15		Restrictions on use
3.15.1		Not to store in the Premises any petrol or other inflammable explosive or combustible substance
3.15.2		Not to do anything on the Premises which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the tenants or occupiers of any adjoining or neighbouring property
3.15.3		Not to use the Premises for any dangerous noxious noisy or offensive trade business or activity nor for any illegal or immoral purpose
3.15.4		Not to hold or permit or suffer to be held on the Premises any sale by auction or political meeting
3.15.5		Not to allow to pass into the Conducting Media any noxious or deleterious effluent or other substance which might cause any obstruction or damage to the Conducting Media and to clear and make good any obstruction or damage caused
3.16		Alienation
3.16.1		Not to assign, charge, sublet, part with possession or share the occupation of, permit any person to occupy, nor create any trust in respect of the tenant's interest in, the whole or any part of the Premises, with the exception of the letting of individual allotment plots for use as allotment gardens in accordance with the Allotment Act 1922 (as amended) and in accordance with the Management Agreement as set out in the Fourth Schedule.
3.17		Indemnity
3.17.1		To be responsible for and to indemnify the Landlord against any claims proceedings or demands and all damages losses costs and expenses incurred thereby arising out of: any accident loss or damage to persons or property occurring in or upon the Premies save to the extent that any such claims proceedings or demands arise in consequence of any negligence or default of the Landlord
3.18.2		any failure or neglect to perform the covenants and obligations on the part of the Tenant contained in this lease and/ or any act neglect or default of the Tenant or any occupier of the Premises their servants agents and visitors whether authorised by this lease or not
3.18		To inform the Landlord of notices received

As soon as is practicable following receipt of notice (whether by advertisement or not) to give full particulars in writing to the Landlord of any permission notice order or proposal for a notice or order made given or issued by any government department local or public authority under or by virtue of any statutory powers affecting or likely to affect the Premises and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord and also (but to the extent only that compliance with such notice or order is not the responsibility of the Landlord pursuant to the provisions of this lease) at the Tenant's expense without delay to take all necessary steps to comply with any such notice or order

3.19 Costs

To pay all reasonable and proper costs and expenses (including solicitors' costs and surveyors' fees) properly incurred by the Landlord:

3.19.1 incidental to a notice under sections 146 and 147 of the Law of Property Act 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court) and

3.19.2 incidental to or arising out of any application by the Tenant for consent of the Landlord hereunder whether or not any such application proceeds to formal licence unless the Landlord is held by a Court to have been unreasonably withholding or delaying consent

3.20 Light and air and other easements

3.20.1 To preserve all rights of light and other easements enjoyed by the Premises and not to permit or suffer anyone to acquire any right of light or other easement or right over the Premises

3.20.2 As soon as the Tenant becomes aware of the same to give the Landlord notice if any easement enjoyed by the Premises is obstructed or any new easement affecting the Premises is made or attempted

3.21 Articles of archaeological or historic interest

To give written notice to the Landlord of the discovery of any object, relic or article of archaeological or historic interest unearthed or discovered on the Premises

3.22 Tenant's insurance obligations

3.22.1 The Tenant shall insure with an insurer of repute public liability and property owner's liability risk of the Tenant with a limit of indemnity of at least £5 million in respect of any one occurrence or such higher limit as the Landlord shall from time to time reasonably require and to insure the Premises against destruction or damage and shall produce to the Landlord (upon request) such details of the insurance policy and its terms and evidence of payment of the current premium as will enable the Landlord to know the full extent of the premises covered thereby and the risks insured against

3.22.2 The tenant shall comply with the requirements and lawful recommendations of the insurers notified in writing to the Tenant

4. Landlord's covenants

The Landlord hereby covenants with the Tenant

4.1 that the Tenant paying the rents hereby reserved and performing and observing the covenants on the Tenant's part herein contained shall quietly hold and enjoy the Premises during the Term without interruption by the Landlord or any person rightfully claiming through under or in trust for the Landlord; and

4.2 to be responsible for the maintenance of the exterior of the boundary hedge to the Premises

5. Provisos

It is hereby agreed by and between the parties hereto as follows:

5.1 Re-entry

If the Rents hereby reserved or any part thereof shall at any time be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed or if the Tenant shall make or enter into any arrangement composition or assignment with or for the benefit of creditors or shall enter into liquidation whether compulsory or voluntary or shall have a receiver of their assets or any part thereof appointed or if the Tenant shall suffer any distress or execution to be levied on its goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained

5.2 Rent Review

The Annual Rent shall be reviewed in accordance with the Second Schedule

5.3 Break Clause

5.3.1 The Tenant may terminate this lease at anytime if the following conditions are satisfied:

- (a) the Tenant has given not less than three months written notice to the Landlord
- (b) the tenant has paid the Rents and all other sums due and payable under the terms of the lease; and
- (c) the Tenant gives vacant possession of the Premises to the Landlord

5.3.2 Termination under this clause does not prejudice any pre-existing rights or claims of either party against the other.

5.3.4 The Tenant having entered into a Management Agreement with the Landlord is subject to the terms and conditions of that Management Agreement and in the event of termination of the same then this lease shall absolutely determine

5.4 Service of notices

This deed incorporates the regulations respecting notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

5.5 Contracts (Rights of Third Parties) Act 1999

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Lease and unless specifically herein provided no person other than the parties to this Lease shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

5.6 Landlord as Local Authority

The administration by and the rights and powers conferred upon the landlord in its role as Local Authority will remain unaffected by the terms of this Lease and shall not constitute a derogation from any grant effected hereby.

6. Landlord and Tenant Act 1954

6.1 On 2011 the Landlord serves notice on the Tenant pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on the Tenant made a simple / statutory declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

6.2 Pursuant to provisions of the Landlord and Tenant Act 1954 Section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the Landlord and Tenant Act 1954 Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease.

7. Certificate as to agreement

It is hereby certified that there is no agreement for lease to which this lease gives effect

In witness whereof this lease has been executed by the parties as a deed the day and year before written

The First Schedule

Part 1

The Rights

1. The right in common with the Landlord and all other persons having a like right (but subject to temporary interruption for repair alteration or replacement) to the free passage of water, soil, sewage, gas and electric current through the Conducting Media running to and from the Premises from the adjoining property of the Landlord

Part 2

Rights reserved to the Landlord and others

1. The right in common with the Tenant and all other persons having a like right (but subject to temporary interruption for repair alteration or replacement) to the free passage of water, soil, sewage, gas and electric current through the Conducting Media running to and from any adjoining property of the Landlord
2. The right to use develop rebuild extend increase alter or reconstruct any adjoining property of the Landlord for such purpose to such extent and generally in such manner as they shall think fit
3. Rights of entry to the Premises in the manner and for the purpose of which the Tenant covenants in clauses 3.7 and 3.8 to permit such entry.

In exercising any of the rights specified in this part of the Schedule the Landlord or the person or persons exercising the right shall:

- (a) so far as practicable comply with any reasonable requirements of the Tenant in respect of the security of the premises
- (b) cause as little damage disturbance or inconvenience as reasonably practicable to the Tenant or any occupier or user of any part of the Premises and
- (c) make good as soon as reasonably practicable and to the reasonable satisfaction of the Tenant any damage caused to the Premises

The Second Schedule

Rent Review

DEFINITIONS

Annual Rent: rent at an initial rate of £750.00 per annum and then as revised pursuant to this lease.

Base RPI Month: November 2011.

Base Rent: rent of £750.00 per annum.

Interest Rate: interest at the base lending rate from time to time of HSBC Bank, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

RPI: the Retail Prices Index or any official index replacing it.

Rent Payment Dates: 1 January, 1st April, 1st July, 1st October.

Review Date: 1 January 2017 and every fifth year anniversary of that date.

1. REVIEW OF THE ANNUAL RENT

1.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 1.10.

1.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it);
- (b) the indexed rent determined pursuant to this clause.

1.3 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

1.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

1.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date;

- 1.6 Time shall not be of the essence for the purposes of this clause.
- 1.7 Subject to clause 1.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of any such change.
- 1.8 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 1.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 1 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 1, then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for setting the Annual Rent, which may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Surveyor.
- 1.9 If any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 1, or if the Landlord and the Tenant fail to reach agreement under clause 1.8, the question, dispute or disagreement is to be determined by the Surveyor. The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.
- 1.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- 1.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 1.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

1.13 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 1.10 shall then apply in relation to the appointment of a replacement.

1.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

The Third Schedule

TRUSTEES OF THE BUSTARDTHORPE ALLOTMENT ASSOCIATION

Linda Christine Wilkinson (Secretary)
11 Park Street,
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Kenneth George Burton (Chair)
21 South Bank Avenue,
York YO23 1DR

Patrick Andrew Nicholas Wallen (Treasurer)
73 Curzon Terrace,
York YO23 1ES

Peter Charles Frederick Lockton (Lettings Officer)
24 River Street,
York YO23 1AT