

Appendix 3

Heads of Terms for Lease for Bevendean Community Garden

Landlord:	Brighton & Hove City Council
Tenant:	<p>Jeanette Thyrsso 40 Lower Bevendean Avenue Brighton BN2 4FE</p> <p>Mederic Duffort 40 Lower Bevendean Avenue Brighton BN2 4FE</p> <p>Liz Johnson-Artur 23 Lower Bevendean Avenue Brighton BN2 4FE</p> <p>Karen Bramley 106 Auckland Drive Brighton BN2 4JG</p>
Area:	As delineated on attached plan
Term:	3 years
Rent:	Peppercorn
Rent Review:	n/a
Permitted use:	<p>To grow organic food.</p> <p>Food grown to be distributed within the community, donated to the local school, donated to volunteers of the BCG, or other community organisations. Excess produce may be sold through local markets with proceeds re-invested in the project.</p> <p>No sales allowed on site.</p> <p>To be run as a non profit organisation.</p> <p>To benefit the local community through engagement and outreach with local and citywide residents, local tenant associations, community groups and schools.</p> <p>Provide education in food growing to local residents.</p>
Access:	Pedestrian access and vehicular access for deliveries only as marked on the plan
Break Clause:	Either party can terminate on 6 months notice
Alienation:	None permitted
Rates & Outgoings:	Payable by the tenant
Insurance:	Tenant to hold public liability insurance of £5m
Security of tenure:	To be excluded

Conditions:	<ol style="list-style-type: none"> 1. Appropriate security fencing, to be agreed with the council, to be erected as marked on the plan. 2. Boundary, as marked on the plan, to be kept secure and safe with locked gates. 3. Planted buffer zone to adjacent gardens of 1.5m depth to be established using thorny shrubs. 4. Not less than 75% of useable land without tree cover to be under active cultivation being the growing of crops or preparing the ground to grow crops. 5. Erection of any structure including sheds, polytunnels or glasshouses will require prior written consent of the council as well as planning permission. 6. Re grading of existing soil profiles permitted with the prior written consent of the council. 7. Composting of materials generated on site permitted. 8. Small-scale (non commercial) community composting in compliance with environmental legislation is permitted. 9. No material to be brought on site for burning. 10. No open bonfires permitted. The use of an incinerator barrel permitted provided it does not create a nuisance to adjacent residents. 11. Any cooking on site to be at furthestmost end from adjacent gardens. 12. No events permitted after 6.00pm and/or darkness (whichever is the earlier) without the prior written consent of the council. 13. Training events or functions with more than 30 people present permitted only with the prior written consent of the council. 14. Children under 16 to be kept under supervision by adults at all times, and are not to climb trees. 15. No water stored on site to be left uncovered or accessible by children. 16. Small pond allowed only where security fencing prevents access by any unaccompanied children. 17. No livestock to be kept on site. 18. No dogs permitted on site. 19. No over night camping. 20. No illegal or immoral activities to be undertaken on the site. 21. Site is to be kept free of litter and fouling. 22. Council to be provided with copies of keys for all access locks where in existence. 23. Council to be given access on reasonable notice to inspect and without notice in the event of an emergency. 24. On termination of the lease, tenant to reinstate the land as required by the council.
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	<p>25. *Standard clause requiring tenant to comply with planning legislation. <i>To be inserted</i></p> <p>26. *Standard clause requiring tenant to comply with Health and Safety legislation. <i>To be inserted</i></p> <p>27. *Standard clause to determine lease on tenant's breach. <i>To be inserted</i></p>
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