



EXHIBIT SM04

Agreement for the letting of an allotment garden by St Barnabas PCC

This agreement is made on

PARTIES

Heaton St Barnabas PCC ("the landlord")

IT IS AGREED

1 Allotment

The Landlord agrees to let and the Tenant agrees to take all that piece of land situate St Barnabas numbered 3 on the Landlords allotment plan for that location ("the Allotment").

2 Tenancy and rent

The allotment shall be held on a yearly tenancy at a rent of £50 payable to the Landlord annually on 1st January and on the same date in each succeeding year and at a proportionate rent for any part of a year over which the tenancy shall extend.

3 Use

The allotment is let for use as an allotment garden and may not be used for the purpose of any trade or business.

4 Cultivation

The tenant must at all times keep the Allotment Property cultivated with spade husbandry, well manured, free from weeds and noxious plants and in good heart and condition, and must deliver it up at the end of the tenancy.

5 Agreement against subletting

The Tenant may not sublet, assign or part with possession of the Allotment or any part of it or erect any building or structure of any kind on it without the written consent of the landlord or his agent, provided that consent may not be refused to any building reasonably necessary for the keeping of hens or rabbits.

6 Nuisance and paths

The tenant must not cause, permit or suffer any nuisance or annoyance to the occupier of any other allotment or obstruct any path set out by the Landlord for the use of occupiers of the allotments, and every such path on which the allotment abuts must be kept by the Tenant not less than 45 centimetres wide.

7 Animals

No animals may be kept or let loose on the Allotment, except that the Tenant may keep hens or rabbits in any place on the Allotment otherwise than by way of trade or business.

8 To preserve hedges and ditches

The tenant must keep every hedge forming part of the allotment property trimmed and cut and all ditches properly scoured and cleansed.

9 Trees

No fruit or other trees may be planted on the Allotment without the written consent of the Landlord.

10 Determination of tenancy

a) Automatic determination on death of tenant

This tenancy shall automatically terminate on the annual rent pay date next after the death of the tenant.

b) Determination by notice

This tenancy may be determined by either party giving the other 12 months previous notice in writing expiring on or before 6 April or on or after 29 September in any year.

c) Determination on appropriation

This tenancy may be determined by re-entry by the Landlord, at any time after giving 3 months previous notice in writing to the Tenant, on account of the Allotment being required for building, mining or any other industrial purpose or for roads, sewers necessary in connection with any of these purposes.

d) Determination on default

This tenancy may be determined by re-entry by the Landlord, at any time after giving one month's previous notice in writing to the tenant:

- a) If the rent, or any part of it, is in arrear for not less than 40 days, whether legally demanded or not.
- b) If there has been a breach by the Tenant of any conditions and agreements contained in this agreement, or
- c) If the tenant becomes subject to a bankruptcy order or enters into any voluntary arrangement for the benefit of his creditors.

Agreed by the Parties

..... Heaton St Barnabas PCC

..... Tenant

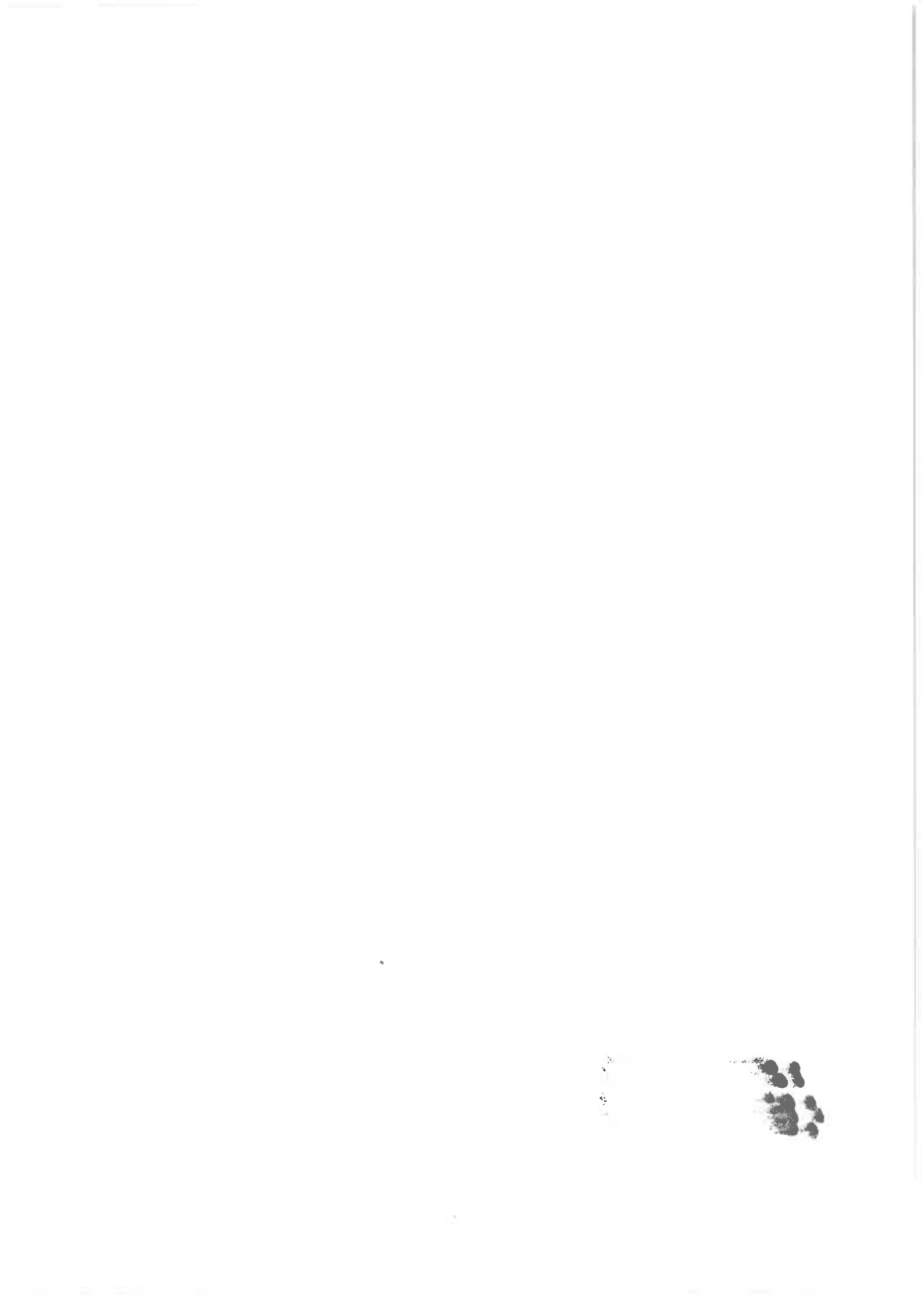




EXHIBIT SM08



BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL
OF ST BARNABAS CHURCH

CLAIMANTS

AND

[REDACTED]

DEFENDANT

WITNESS STATEMENT OF [REDACTED]

My name is [REDACTED] I was born on the [REDACTED] and I SAY AS FOLLOWS:

1. I reside at [REDACTED] (the "Property").
2. I am a [REDACTED]
3. The facts and matters set out in this witness statement are within my own knowledge unless otherwise stated and I believe them to be true.
4. Where I refer to information supplied by others, the source of that information is identified and the facts and matter derived from other sources are true to the best of my knowledge and belief.

The Residence

5. My father [REDACTED] is the freehold owner of the Property. I have provided a copy of the property title register in Exhibit MH01.
6. The Property was purchased on 15 September 2003.
7. I have therefore lived at the Property for 14 years.

8. The Property has a double garage to the rear in the back Street or Wilmer Drive. This can be seen in Exhibit MH01 coloured blue.
9. Historically, I am aware from the deeds that a strip of land immediately to the rear of the garage (currently consisting of properties at Emmfield Drive) used to form part of our Property and was used by our predecessors as an allotment having access from the back street of Wilmer Drive and the Back street of Ashwell Road.
10. In the 1970's the strip of land was severed and sold to a third party.
11. The Property is occupied as a family home where I reside with my parents, wife and three young children aged 8, 12 and 14.
12. The Property is part of a terrace block of 4 properties namely 5, 7, 9 and 11 Wilmer Drive.

The Hostel

13. My neighbour immediately adjacent at [REDACTED] is operated as a hostel (the "Hostel").
A copy of their title register is in Exhibit MH02.
14. The Hostel is operated by the Depaul Trust.
15. The Hostel occupants are said to be vulnerable and disadvantaged individuals (the "Youth").
16. I'd say the age group of the Youth is between 16 and 20 years. They are of school age.
17. The Youth change from time to time and would never remain for a permanent period.
18. The Youth do not appear to live in the local vicinity prior to arriving at the Hostel.
19. It appears as though there are approximately 20 Youth residing at the Hostel at a time.
20. The Hostel has a combination of males and females as its occupants.

The Issue

21. I wasn't aware of the existence of the Hostel when I moved into the Property with my family.
22. Within a few days of moving in I was overwhelmed with the amount of noise that was emanating from the Hostel. It felt as though there was a serious domestic outbreak.
23. I had attended the Hostel with my father and it was on this occasion that we became aware that the neighbouring property was operated as a youth Hostel.

24. Since then I have experienced what can only be described as a living nightmare.
25. The Youth smoke drugs in the front garden daily.
26. The odour from their regular smoking is distinctively strong and distasteful.
27. My children have asked me on several occasions what the smell was. It is intolerable for children to ask a parent such questions.
28. As the Youth do not come from the local area, they have a total disregard to the vicinity and the neighbours.
29. If the Youth are approached and asked to stay away from the Property, they resort to abuse, violence and rage.
30. The Youth also fight and shout abuse at each other both internally and externally as a means to communicate.
31. The Youth are intimidating and violent in the simplest of terms.
32. I have complained at length to the Hostel operators. They had informed me and my family to contact the Hostel telephone number in the event of a disturbance.
33. However every time a call was made, it was counterproductive as the Youth would make more noise and bang on the walls to intimidate us further.
34. There is no alternative but to call the Police when this occurs.
35. As a family, we must have contacted the Police more than 30 times so far.
36. An agreement was reached where the Hostel operators had ensured us that there would not be any noise or disturbance after 11pm.
37. However soon after the restriction took effect, 2 Youths were ejected from the Hostel as a result of breaching the restriction and since it was snowing outside, the 2 Youth forced their way into our Property.
38. It was close to midnight at the time and fortunately my brother was visiting. We were felt threatened and my brother asked the Youth to leave. However they became violent claiming the restriction was our fault and began to physically attack my brother.

39. The Police were called and the Youth were arrested.
40. Me and my family live in constant fear as the Youth are totally unpredictable.
41. On an average, I would say the Police attend the Hostel weekly. I am unsure if other residents of Wilmer Drive or the Hostel operators call the Police so regularly.
42. My children have lost their confidence and social awareness as they are confined indoors and as a result to protect their mental well being, I have had to position their bedrooms adjacent to number [REDACTED]

The Back Street

43. Our Property and the Hostel share an unadopted back street of Wilmer Drive.
44. This back street lacks street lighting as it is not maintained by the local authority.
45. The back street has grass in the centre with concrete tracks to either side for vehicles to drive on. I have provided a photograph showing the back street in Exhibit MH03.
46. I drive along the back street to park my vehicle in our double garage.
47. The back street is a cul de sac beginning from Emm Lane and ends at some allotments at its northern direction.
48. The back street attracts fly tippers although this is now less frequent.
49. The Youth move freely under the cover of darkness and undetected in this back street.
50. The Youth use the back street as a common meeting place with their acquaintances and friends.
51. These acquaintances and friends are not from the youth Hostel and travel in order to continue their illicit activities with the Youth.
52. The back street is a safe haven for the Youth and their acquaintances.
53. These individuals appear to come from troubled backgrounds and disperse when the Police arrive. It appears as though the Youth were previously separated from the individuals.
54. It had become evident to me that the Youth concern themselves with the application and misuse of drugs. I have attached photographic evidence in Exhibit MH04.

55. The Youth misuse drugs towards the top of the cul de sac in the direction of the allotments as this area is hidden from view due.
56. They would not use drugs outside my Property as they would be seen by the Hostel operators hence why they move upwards towards the allotments.
57. Since the Hostel accommodates vulnerable young girls, males (most likely known to the girls) would arrive to visit them. These males would also use the back street. I have taken a photograph of a condom left in the street alongside some needles seen in Exhibit MH05.
58. The photograph was taken at the entrance of the allotments under an overgrown hedge.
59. I have noticed that the Youth would retreat into the allotments.
60. I am aware that the allotments are overgrown lacking maintenance and insecure. There is a gateless entry at 1 point and I have provided a photograph at Exhibit MH06.
61. The Hostel operators have tried to contain the Youth within their grounds as there was a gate at their rear garden.
62. This gate was damaged and had been vandalised soon afterwards.
63. Now the Hostel has a gateless access onto the back street. In fact it is actually post less on 1 side and a wrecked post on the other side. A photograph is provided at Exhibit MH07.
64. In the back street, the Youth occasionally create a nuisance and have set bins alight.
65. Last year there was an attempt to burn a garage to a neighbouring outbuilding. A photograph is provided at Exhibit MH08.
66. The Youth have also broken a window to a vacant office building situated immediately at the rear of the Hostel. This window has remained boarded up since. A photograph is provided at Exhibit MH09.
67. I am also aware that 1 of my neighbour at [REDACTED] was troubled over the nuisance in the back street. Number [REDACTED] is almost opposite to the allotments.
68. He had complained to the Youth to stay away from his property and garages as they were using his area for the misuse of drugs.

69. As a result of his complaints, his newly purchased Jaguar motor vehicle had been maliciously scratched all the way around. He did not have any evidence to prove who the perpetrators were but apart from my neighbour himself, the garages were only ever approached by the Youth.

70. This aggravated his patience and tolerance and he had since moved out from his house leaving it vacant for many years.

71. I only became aware of these issues as my neighbour knew I lived next to the Hostel. I was therefore approached and asked if I could help in hope that I had some understanding with the Hostel operators. I informed him that I am also having problems.

Resolve

72. It would only become peaceful on Wilmer Drive and the back street if the Hostel was closed and ceased to operate.

73. The Hostel should be relocated to a commercial area.

74. To date I have not been able to resolve the issue and our peaceful enjoyment of the Property has been tarnished.

75. My father is unable to sell the Property, unless at a fraction of the purchase price as it is a requirement to inform a prospective buyer of any known issues.

76. I have consented for the information mentioned within this witness statement to be used as evidence in Court.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed.....



Dated this day of 2017



N THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND



DEFENDANT

EXHIBIT MH01



IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND



DEFENDANT

EXHIBIT MH02



This is a copy of the title plan on 4 SEP 2017 at 21:23:55. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy

IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND

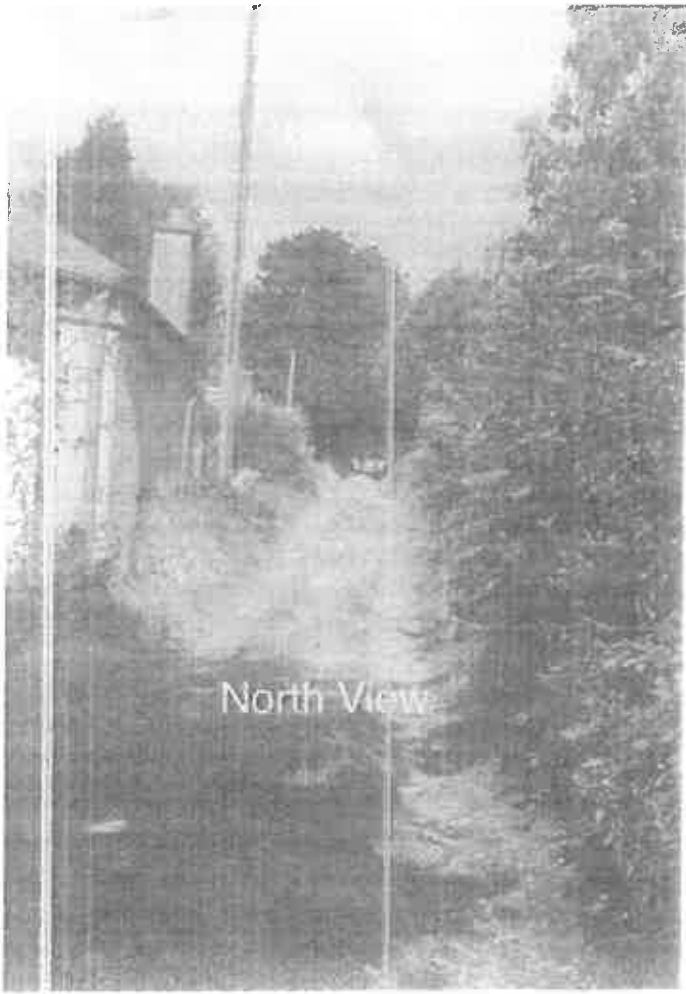


DEFENDANT

EXHIBIT MH03



South View



North View

IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND

[REDACTED]

DEFENDANT

EXHIBIT MH04



IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND



DEFENDANT

EXHIBIT MH05



Condom &
Needles



IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

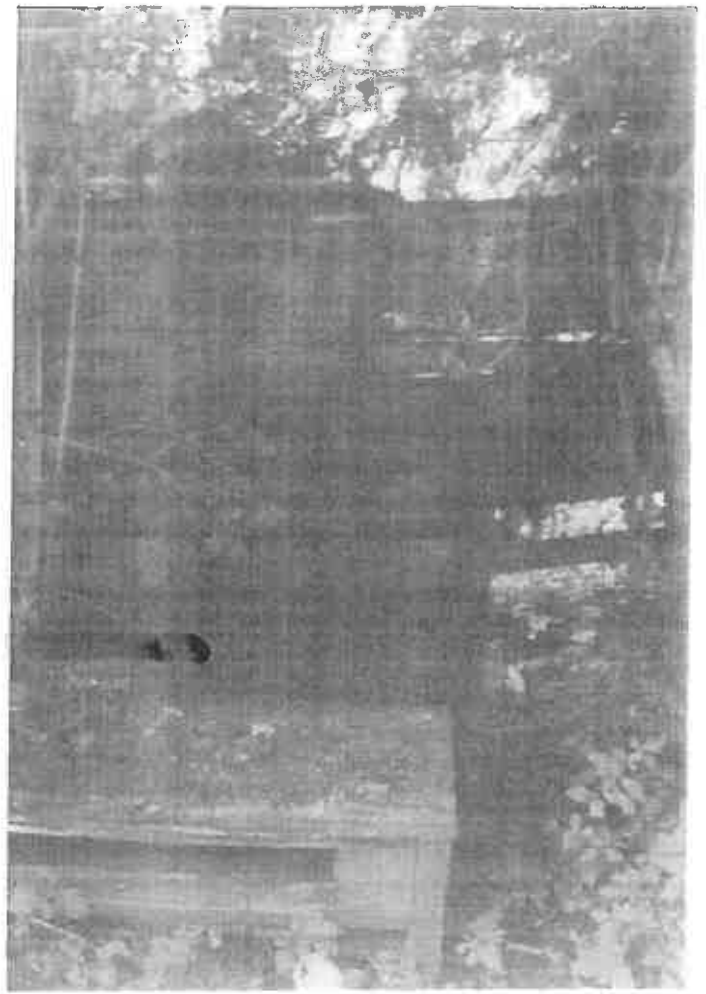
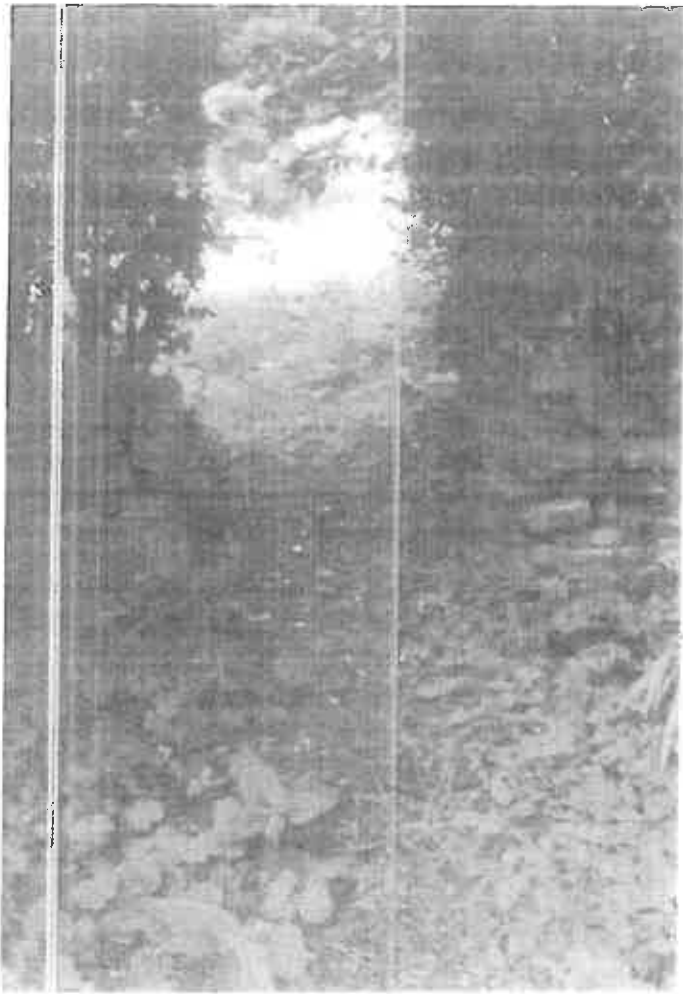
CLAIMANTS

AND

[REDACTED]

DEFENDANT

EXHIBIT MH06



BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

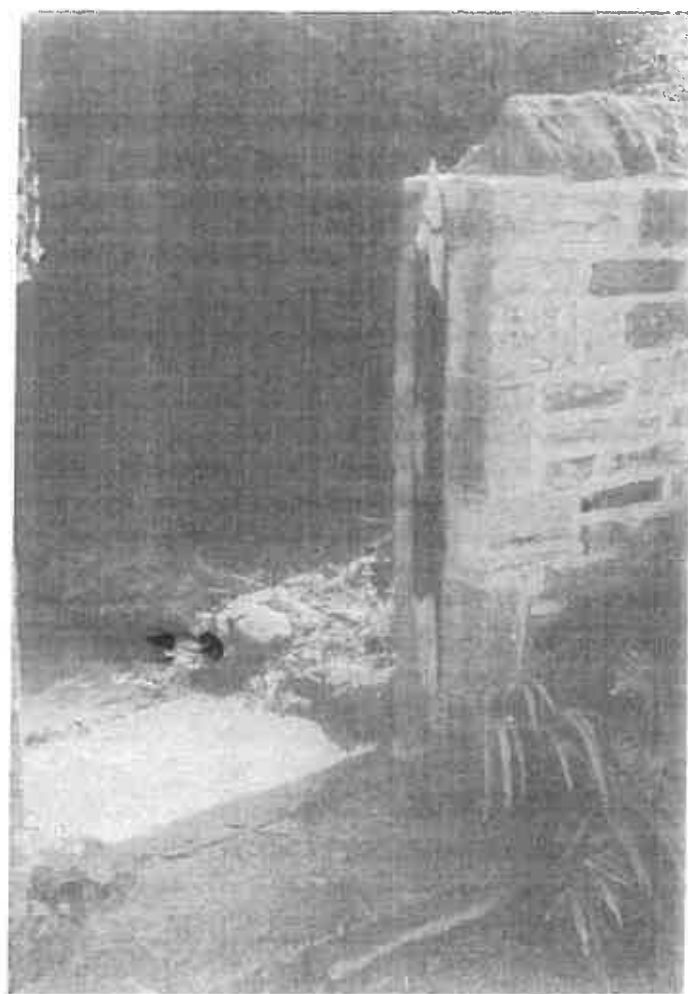
CLAIMANTS

AND



DEFENDANT

EXHIBIT MH07



IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

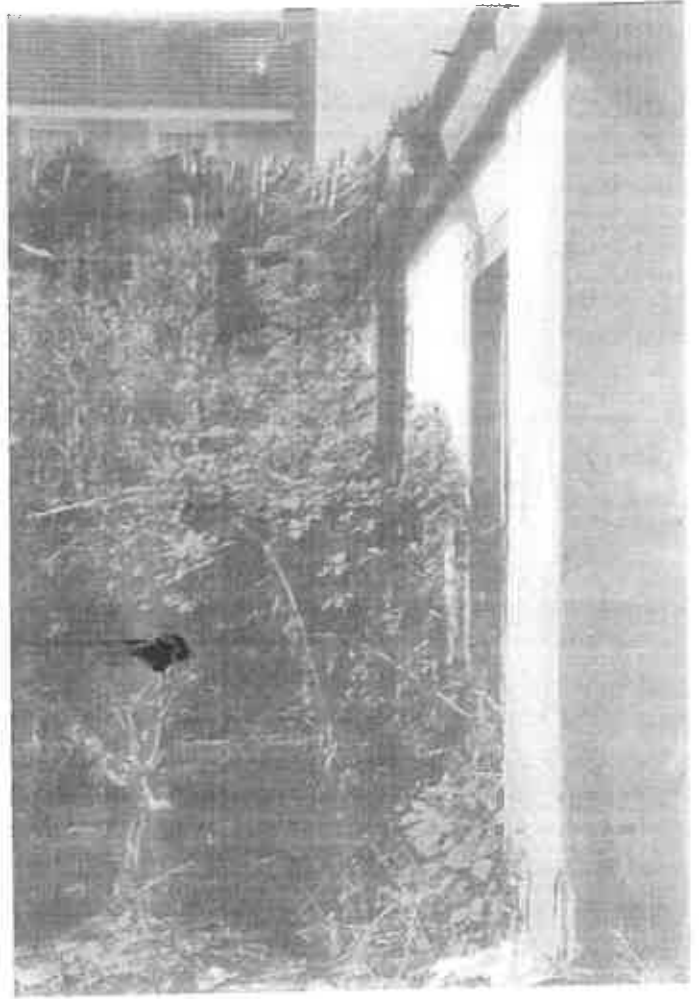
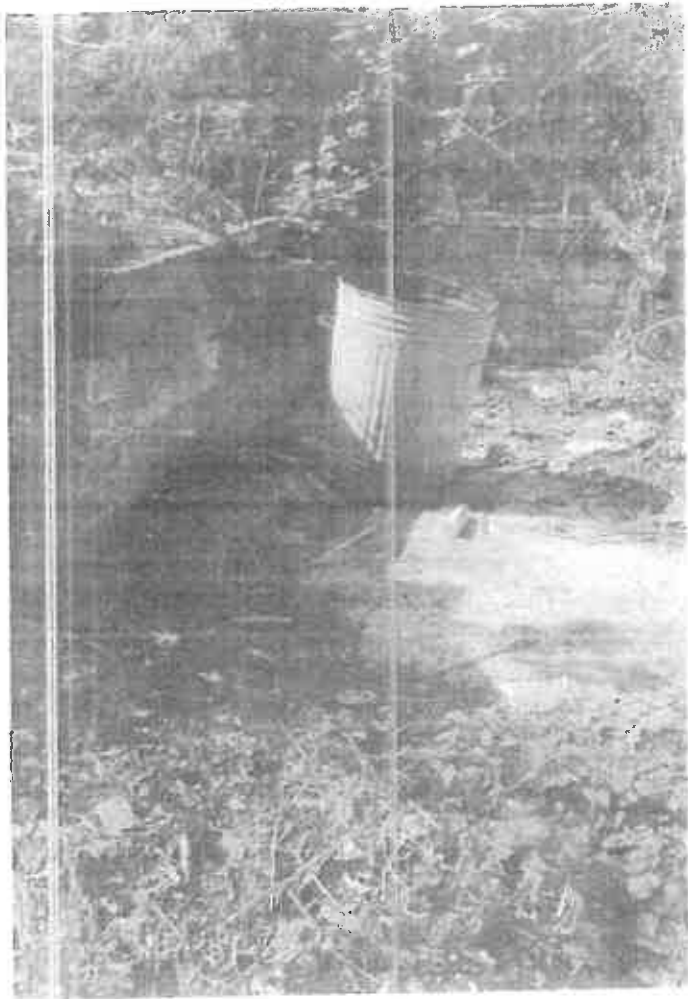
CLAIMANTS

AND

[REDACTED]

DEFENDANT

EXHIBIT MH08



IN THE COUNTY COURT AT BRADFORD

CLAIM No: D00BD575

BETWEEN

(1) LEEDS DIOCESAN BOARD OF FINANCE

(2) PAROCHIAL CHURCH COUNCIL

OF ST BARNABAS CHURCH

CLAIMANTS

AND

[REDACTED]

DEFENDANT

EXHIBIT MH09

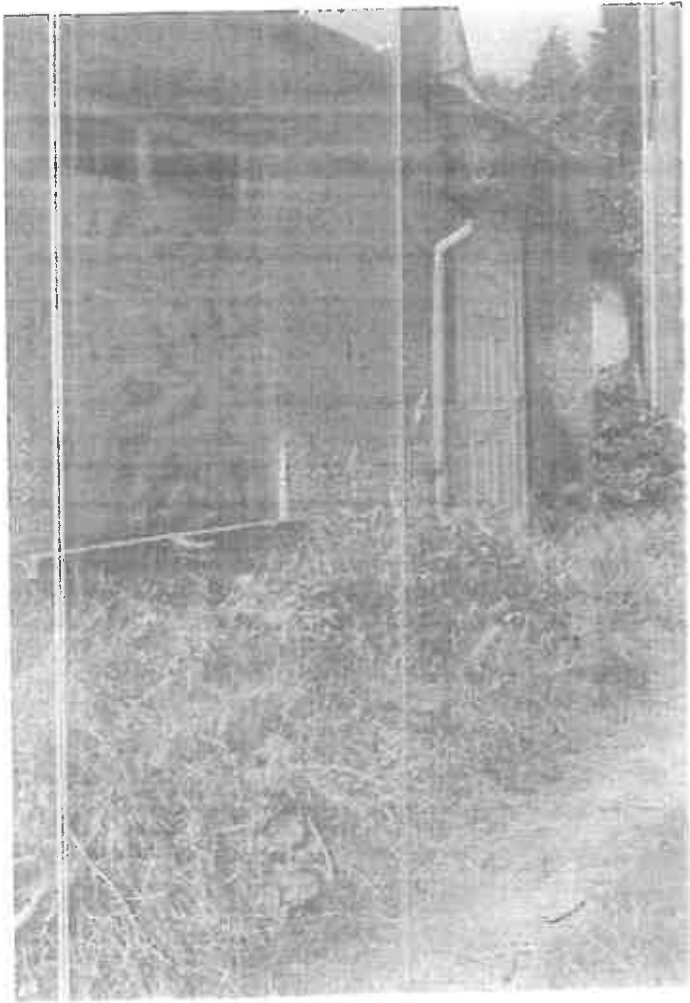




EXHIBIT SM10

A

Sent:

26 October 2019 18:47

To:

Subject:

St Barnabas Allotments Campaign

Attachments:

Image 1.jpg; Image 4.jpg; Image 2.jpg; Image 3.jpg; Image 5.jpg; Image 5.jpg

To whom it may concern,

I have become aware of a sale of the St Barnabas Allotments due to a leaflet being posted through the door or a week ago. This has been verified by a notice seen at the allotment gates. I would like to confirm my support of some development at the allotments due to an issue that is perhaps more serious than the current position to retain the allotments.

I live on Wilmer Drive and my rear garden abuts a backstreet that leads up to the allotments.

We have a neighbouring hostel at [redacted] that accommodates youths from troubled and vulnerable backgrounds. The youths come have criminal intent and have been placed at [redacted] temporarily by the authorities. The youths are from different districts and invite their friends into the area of similar criminal backgrounds. They engage in anti-social behaviour and all of the Wilmer Drive residents have protested the location of this hostel for years. Many residents along the terrace stretch of houses that use the back street towards the allotments have sold their houses with some houses sold more than once over.

The problems we have encountered consist of verbal abuse, physical fights, child grooming (as people try taking advantage of the younger vulnerable girls at the hostel) and another serious issue involves the misuse of drugs. The Police attend this hostel almost weekly - the information will be available with the Police (should the authors of the leaflet really care about the Heaton village). Drugs are openly used by youth and their suppliers also tread along in local Heaton area as a result. This poses a serious risk to residents and exposes the dangers to the future generations.

Wilmer Drive is, if not for this Hostel, a very pleasant street with residences of the higher value housing and its residents are predominantly business owners and professionals alike that take pride in their contribution to Bradford Council by paying higher band council taxes. The residents have chosen to live in this area in a civilised manner and did not expect to have a hostel on their doorstep. The reality only becomes known having moved in.

This issue only concerns the allotments as the allotment is a sanctuary to the youth. I see the youth walking up and down the backstreet from my kitchen window almost nightly in groups and I feel intimidated. They always walk up to the allotments and nowhere else as the backstreet is closed off at the end otherwise. They use this area as shelter from the rain under the overgrown foliage, a place to take dogs and to meet with their friends since the friends are not allowed in and around the hostel. The friends don't hang around on the front of the street as they are easily seen on Wilmer Drive.

There have been occasions when some of my neighbours have challenged the youth to move on which has resulted in violent and threatening responses in front of children.

I have tried my best to rally action to be taken against the hostel with the owners and the authorities. But the Hostel is not going anywhere as it is privately owned. I would welcome a resolve that would keep the youth off the backstreet as they would have no other choice but be seen on Wilmer Drive and Emm Lane. My husband is always collecting needles that have been used for drugs and used condoms. The allotment has 2 entrances at the backstreet of Wilmer Drive which are not secure and left open. There is furniture situated in and around the allotment which is used as a bench and also a sofa where the youth carry out all sorts of activity under the sun without any shame.

The backstreet has little or no lighting at all and the youth are able to evade detection on a night. The young offenders are from out of the area and have little consideration for the damage they do to the locals.

My family have paid to live on Wilmer Drive with our life savings and continue to pay dearly with our emotions in misery. We have had bikes stolen, our rear garage broken into, our bins used for drug disposal and windows smashed on our shed. Everything has been reported to the Hostel.

My neighbours witnessed a gang of youth steal her 7 year old daughters bike from their rear garden and see the youth laughing while gliding down the backstreet. My neighbour couldn't do anything as she felt intimidated.

This is unfortunate for us residents on Wilmer Drive and definitely not what the allotment holders/campaigners would like to hear, but they are not suffering in the way we are. There is no actual burden on society other than the well-being of children who have a right to play in their backstreet safely as we all did when we were children. Parents should not have to lock their children in confined to the back garden. We have small back gardens and balls go over in the backstreet and it would be expected that the children will explore and touch these used needles and condoms harming themselves terminally.

There are 3 Houses on Emmfield Drive that back onto the bottom part of the backstreet and that back part is maintained to a level that the youth feel exposed offend there. If the allotment was developed in similar housing, it would eradicate the problem of the youth going in that direction/backstreet.

The needs of a dozen odd allotment holders who are able to cherish their well-being at their homes and have been able to enjoy decades of allotment use cannot outweigh the change in times for the area as a result of this hostel. This is a reality and should not be overlooked.

I am astonished on the effort that has been undertaken by the few allotment holders in contrast to the actual burden on the Heaton Village due to the youth attending and the hostel location. Such effort should be undertaken to bring the hostel to relocation and or ensure the plight of us residents and our children is addressed where the allotment holders regularly maintain and secure the allotments and the backstreet of the allotment.

I have attached photographs of the backstreet and the allotment. It is in such a dilapidated state that I feel embarrassed to let my family, friends and guests out of the back garden as the eyesore wrongfully reflects the otherwise prestigious Heaton Village and community.

The largest public access frontage of this allotment is our backstreet and it is the most vulnerable and most neglected. The allotment frontage is approximately 60-80 meters in length. The other 3 sides are protected by either the church building or houses leaving our houses vulnerable.

The allotment holders should be sanctioned to put the allotment and the external boundaries where the public can access right collectively, jointly and severally as their campaign suggests as they are "all" trying

to do the greater good for the community and wildlife which I find farfetched as the proof is in the pudding with the attached photographs.

Their words are easy on the tongue but I would like to see if they can come out the backstreet right and clean it all up before the allotment was sold.

I will oppose any development that is not in line with the very limited number of houses on Emmsfold Drive. I would naturally oppose a larger scale development but would keep my peace as the priority should be to eradicate the allotment from the drugs misuse.

It won't be long until the drug users and their acquaintances resort to burglary in order to fund their addiction as this is a reality. We carry this burden around our rear gardens opposite the allotment.

I hope some action can be taken and I would welcome some sort of development so we can enjoy the backstreet in peace and harmony. This is an overriding obligation that the church should furnish and consider otherwise I would not deem this to be a charitable owing on the community. The charity is operating in a detrimental manner towards the local community having outlined the grave concerns of poisoning the well-being of children above.

If the campaigners are concerned having spent time going around to houses do not recognise the danger and plight of the actual residents affected with anti social behaviour the allotment attracts and do not help the situation then I would say shame on them for their selfishness and greed at the expense of the well being of children. Any future harm will be on their conscience and hands.

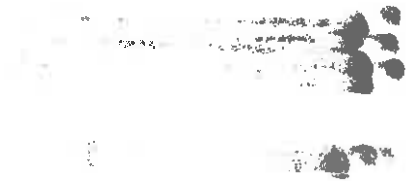
I would welcome if the campaigners can confirm in writing to the Church that the backstreet will be cleaned, secured with measures put in place to supervise and guard against such anti-social behaviour emanating from the hostel.

Thank you for your time. I am pleased an opportunity has arisen to reach out to the people associated with the allotment. I have copied this email onto the campaigners email address and to the law firm listed to take any representations.

I will also be sending a copy to the local councillors who should be aware of the issues surrounding the hostel in any event.



EXHIBIT SM12



the ground which will not be ready to harvest until well into next Summer. I also need time to move perennial crops I have brought in and established at the site. This is the reason that 12 months is the standard notice period for land used for growing food. It is also the reason that in some circumstances, there is a right of access to remove crops even following the termination of a tenancy, and why compensation may be granted following a breach of contract on the part of the landlord which leads to a loss of crops.

I understand that you wish the land to be available for your private use, and I fully recognise your right to give notice, with this end in view. If you give valid notice within the terms of the tenancy agreement (i.e. 12 months) and undertake to respect my reasonable enjoyment of the tenancy for that period, then I assure you I will vacate the plot appropriately at the end of the period. I want to make it very clear that this is the legal – and therefore most straightforward – way for you to make the land currently tenanted available for your own private use. I believe it is in your interests to take this route and issue tenants with valid notice of 12 months.

With regard to the second letter, I would like to note that as tenant, I have the right to invite guests or help on to my allotment, at my discretion. This is well-established practice on allotment sites. In my case, I informed the then owner (the FCC) of my intention to do so, prior to taking on the tenancy, to which they made no objection. To label such visitors as trespassers is unreasonable and inaccurate. Visitors so invited should not be considered 'the general public' and are not trespassing. I note your threat to consider this a breach of the tenancy agreement, and must inform you that I would both seek further legal advice, and take all possible steps to challenge that, should you decide to proceed with that course of action after reading this letter. I also note here that your statement that only I am permitted to access the site 'in accordance to the terms and conditions specified within [my] license agreement' is factually inaccurate. No such condition is applied.

With respect to your points about identification, I am more than happy to identify myself to you, and indeed introduce you to the friends and family who regularly help on or visit my plot (though I would like to note the latter is a courtesy not a requirement). However, I do not believe it is necessary or reasonable for you to request photographic ID.

Finally, with reference to your remarks about fly tipping, I have at no point been in any doubt that it is mistaken to classify composting on an allotment as fly tipping. However, in order to reassure you, we have spoken with Environment Health at Bradford Council today. They are happy to confirm that composting on an allotment is indeed not fly tipping. They have made a note of our contact, and will let us know if anything further is raised regarding this site. I trust this puts your mind at rest. I'd be grateful if you could confirm your understanding of this point in writing, both to myself (and any other tenant you have raised the issue with), as well as the Friends of Ashwell Allotments association, as I am aware you have been in touch both with the chair and an ordinary member on the subject. If you remain in doubt, I encourage you to speak with Environmental Health yourself.

Finally, I have been extremely disappointed by the manner in which you have chosen to commence your role as our landlord. I would welcome the opportunity to meet in person and establish a more positive working relationship, and therefore ask that you to invite all your new tenants to meet with you in the near future.

Yours sincerely,

[Redacted signature]

[Redacted address]