

AGREEMENT FOR A FARM BUSINESS TENANCY
Under the Agricultural Tenancies Act 1995

DATED 201[8]

Between

(1) THE SECRETARY OF STATE FOR DEFENCE (Landlord)

And

(2).....(Tenant)

of

.....

Relating to

.....(Property)

PROVISION FOR NOTICES

See Clause 3.5: Before signing this Agreement, the Landlord and the Tenant should each give each other a written notice identifying the Holding and confirming that they intend that the tenancy created by this Agreement is to be, and is to remain until its termination, a Farm Business Tenancy as defined by Section 1 of the Agricultural Tenancies Act 1995. A copy of any such notices should be kept with this Agreement.

LAND REGISTRY PARTICULARS

IMPORTANT:

If this Lease is for more than seven years it must be completed by registration under the Land Registration Act 2002 and must include the following Prescribed Information required by Schedule 1A, Land Registration Rules 2003.

In the case of leases for seven years or less the Prescribed Information may be omitted

PRESCRIBED INFORMATION CLAUSES

PURSUANT TO SCHEDULE 1, LAND REGISTRATION (AMENDMENT) ACT (NO.2) RULES 2005 SI 1982

(as amended by the Land Registration (Amendment) Rules 2008 SI 1919 and the
Land Registration (Amendment) Rules 2009 SI 1996)

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

LR1	Date of lease	
LR2	Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title numbers out of which this lease is granted. Leave blank if not registered</i></p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made</i></p>
LR3	Parties to this lease	<p>Landlord</p> <p>Tenant</p> <p>Other parties:- <i>Specify capacity of each party, for example, "management company", "guarantor", etc</i></p>

territory of incorporation and, if appropriate the registered number in the United Kingdom including any prefix. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix.	
<p>LR4 Property</p> <p><i>Insert a full description of the land being leased</i></p> <p><i>Or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described</i></p> <p><i>Where there is a letting of part of registered title, a plan must be attached to this lease and any floor levels must be specified</i></p>	<p>Defined and more particularly described in Schedule 1</p> <p>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.</p>
<p>LR5 Prescribed statements etc.</p> <p><i>If this lease includes a statement falling with LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in the lease which contains the statement</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.1</p> <p><i>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.</i></p> <p>LR5.2</p> <p><i>This Lease is made under or by reference to, provisions of:</i></p> <p>Agricultural Tenancies Act 1995</p>
<p>LR6 Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</i></p>	<p>From and including</p> <p>To and including</p> <p style="text-align: center;">OR</p> <p>The term specified in this lease at clause/schedule/paragraph</p> <p style="text-align: center;">OR</p> <p>The term is as follows:</p>

LR7 Premium		
<i>Specify the total premium, inclusive of any VAT where payable</i>		
LR8 Prohibitions or restrictions on disposing of this lease		
<i>Include whichever of the two statements is appropriate</i>		
<i>Do not set out here the wording of the provision</i>		
	This lease does not contain a provision that prohibits or restricts dispositions.	
	OR	
	This lease contains a provision that prohibits or restricts dispositions.	
LR9 Rights of acquisition etc.		
<i>Insert the relevant provisions in the sub-clause or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i>		
	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	
	LR9.2 Tenant's covenant to (or offer to) surrender this lease	
	LR9.3 Landlord's contractual rights to acquire this lease	
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property		
<i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>		
LR11 Easements		
<i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</i>		
	LR11.1 Easements granted by this lease for the benefit of the Property in Schedule 2	
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property in Schedule 3	
LR12 Estate rent charge burdening the Property		
<i>Refer here only to the clause, schedule or paragraph of a schedule in this</i>		

<p><i>lease which sets out the rent charge.</i></p>	
<p>LR13 Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i></p>	<p>The parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p>
<p>LR14 Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p style="text-align: center;"><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p style="text-align: center;"><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

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Execution

SPECIFIC AND ADDITIONAL PARTICULARS

Landlord: **The Secretary of State for Defence**
for whom the address for the service of notices is
[]

Tenant:
of
for whom the address for the service of notices is

Guarantor (if any):
of
for whom the address for the service of notices is

who agrees to guarantee the performance of the
Tenant's Covenants under this Agreement including
the Rent.

The Property: As defined in Schedule 1.

Permitted User: The use of the Property [for agricultural purposes]
[the trade or business of [growing arable
crops][livestock rearing and breeding][dairy farming]
and keeping the Holding in good agricultural and
environmental condition only and as otherwise
stated in Clause 4.2

Term: This tenancy commences on and includes
..... for the period until and including
..... and for the purposes of interpreting
this Agreement the Term includes any subsequent
statutory continuation under the Act but is subject
to the Break Dates.

Early Entry: The tenant is allowed such early entry to the
Property as is provided for in Part 1 of Schedule 11.

The Establishment: []

Military Rights: The rights so described excepted and reserved to the
Landlord in Schedule 3 paragraphs 12 and 13

The Officer: The officer in charge of the Establishment or in his
absence the next senior officer

Service Personnel:	Her Majesty's Forces Reserve Forces Cadet Associations and other forces of any description other authorised personnel, licensees and any visiting forces
Holdover Dates:	This tenancy is subject at its commencement to such holdover for the previous farmer as is provided for in Part 2 of Schedule 11 and offers the Tenant such holdover after the expiry of this tenancy as is provided for in Part 3 of Schedule 11.
Break Dates:	On the anniversary of the third, six, ninth [(etc...depending on length] of the term date
Partial Resumption of Possession:	To be available within the provisions of Clause 10.7.
Rent:	The Rent shall commence at the rate of £..... (<i>in words</i>) per annum together with any Value Added Tax that may be payable in addition.
Rent Payment Dates:	The Rent shall be payable in equal half yearly instalments in advance onand in each year.
Rent Review:	In accordance with Part 2 and particularly sections 10 and 13 of the Agricultural Tenancies Act 1995 unless and to the extent that provision for variation or review of the rent is made in Schedule 4.
Prescribed Rate:	An interest rate set at 4 per cent per annum above the base rate for the time being set by The Bank of England, or, if that base rate stops being used or published, then a comparable commercial rate reasonably determined by the Landlord.
Third Party User:	Non-military users of a social, recreational or commercial nature. Conservation or stewardship user.

THIS LEASE is made on the day of 201[8]

BETWEEN the Landlord and the Tenant [and the Guarantor]

1. Interpretation

In this Agreement:

- 1.1 Words will have, where applicable, the meaning given to them in the Agricultural Tenancies Act 1995 ("**the Act**").
- 1.2 The expressions contained in the Land Registry Particulars and the Specific and Additional Particulars to this Agreement have the meanings specified in them.
- 1.3 The expressions "**Landlord**" and "**Tenant**" where the context so admits shall include their successors-in-title as the persons entitled respectively to the immediate reversion and to this tenancy.
- 1.4 Where a party comprises more than one person, covenants and obligations of that party take effect as joint and several covenants and obligations.
- 1.5 The expression 'Landlord's Covenant' and 'Tenant's Covenant' shall each have the meaning given to them by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.7 A reference to 'in writing' and 'written' excludes fax and email.
- 1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.10 In relation to any payment, a reference to 'a fair proportion' is to a fair proportion of the total amount payable, determined conclusively by the Landlord
- 1.11 References in this Agreement to:
 - (a) "**the Property**" shall be construed as extending to any part of the Property.

- (b) "the expiry of the Term" shall include such other determination other than by effluxion of time.
- (c) rent or other sums are references to such sums exclusive of any Value Added Tax which may be due upon them.
- (d) any reference to a directive regulation statute or statutory instrument shall include any amending or replacement legislation and to any subordinate legislation or bye-law made under it.

2. Letting and Rents

The Landlord **LETS** the Property to the Tenant for the Term (with such rights of Early Entry and Holdover as are recorded in Parts 1 and 3 of Schedule 11) **TOGETHER WITH** the rights specified in Schedule 2 **RESERVING** to the Landlord and all other persons authorised by the Landlord the Rights specified in Schedule 3 (including any holdover rights recorded in Part 2 of Schedule 11) the Tenant **PAYING:**

FIRST the Rent due on the Rent Payment Dates in full without set-off or other deductions

SECOND as additional rent on demand interest at the Prescribed Rate on any sum and any VAT owed by the Tenant to the Landlord which is not received by the Landlord on the due date calculated for the period from the due date until payment

THIRD as additional rent on demand any premium payable by the Tenant pursuant to Clause 6

Such payments and all the tenant's covenants under this Agreement being guaranteed by the Guarantor

Together with all liabilities that may arise to notify the Stamp Office of this Lease and to pay such sums of Stamp Duty Land Tax as may be due on this Lease from time to time.

3. Taking on the Lease

The Tenant agrees with the Landlord:

Ingoings

- 3.1 *To pay to the Landlord on receipt of an itemised demand any compensation (except for disturbance or damage by game) or allowance due from the Landlord to the outgoing tenant in respect of the Property.*

OR

To pay to the Landlord all sums that would be due to the landlord were he an outgoing tenant of the Property holding it under the terms of this agreement and the Act immediately prior to the date the tenant takes possession after deducting any sums such an outgoing tenant would be liable to pay to his landlord.

If no single option has been selected there shall be no ingoing payment and if either option is selected an appropriate inventory of the items paid and their valuations shall be made with the cost carried equally between the parties.

Official Schemes

- 3.2 That the rights of either party in any assets now existing under the agricultural and rural policies of the European Union including the Common Agricultural Policy such as Basic Payment Entitlements, quota or any UK scheme shall from the beginning of the tenancy be as quantified and recorded in Part 1 of Schedule 10 and in the absence of express provision shall be deemed to belong to the Tenant.
- 3.3 Where any such assets exist at the commencement of this agreement or are created established or re-allocated after the grant of this Tenancy in respect of any part of the Property the Tenant is to make all reasonable efforts to maximise the number and value of those assets established and maintain them during the Tenancy all in accordance with the more particular provisions of Part 2 of Schedule 10 which shall also govern their treatment on the termination of this Tenancy.

Costs of This Agreement

- 3.4 [The Tenant is to pay a contribution of £..... plus VAT for the preparation and registration of this agreement]. [Each party is to bear their own costs in the preparation and registration of this agreement].

Status as Farm Business Tenancy

- 3.5 That it is intended that this Lease shall be and remain a Farm Business Tenancy and to that end notices were served in respect of the Property between them under section 1(4) of the Act prior to the commencement of this Lease when its character was primarily or wholly agricultural.

4. Tenant's Covenants - Use and Management of the Property

THE Tenant covenants with the Landlord:

Outgoings

- 4.1 To pay all occupiers' rates taxes charges and any other outgoings now or hereafter assessed charged or imposed upon the Property or the Tenant's use of it as an occupier including all charges for water electricity gas sewerage arising from use of the Property by the Tenant.
- 4.1.2 To reimburse the Landlord at cost for water taken from the Landlord's supply as measured from the initial water meter reading being taken on doing so within thirty days of demand.

Use

- 4.2 As to his use of the Property, the Tenant agrees:
- (a) Not to use the Property for any purpose other than the Permitted User. No livestock or other animals to be brought onto the property other than sheep or cattle. The tenant is not to use the property for growing genetically modified crops.
 - (b) To occupy the farmhouse as his usual place of residence and to conduct the day to day farming of the Property from it and use any cottages for the permitted user.
 - (c) Not to damage or injure the Property.
 - (d) Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining land and to indemnify the Landlord against any claims by third parties in respect of any breach of this clause.
 - (e) To maintain the Property so that it is in a condition such that an occupier of the Property can manage it to a reasonable standard of husbandry having regard to:
 - the character and situation of the Property
 - the terms of this Agreement including Clause 5
 - the standard of management by the Landlord
 - any environmental agreements or restrictions binding the Property or its use
 - existing or proposed Sites of Special Scientific Interest ancient monuments and other officially protected sites
 - any other relevant circumstancesand to comply with any requirements of Schedule 7 and any additional terms relating to conservation and to the cultivation and management of the Property contained in Schedule 8.
 - (f) To maintain all necessary records of cropping including those required by the Nitrates Pollution Prevention Regulations 2008 the Nitrate

Pollution Prevention (Wales) Regulations 2013 (SI 2013/2506) and the Nitrate Pollution Prevention Regulation 2015 (SI 2015/668)

- (g) To use his reasonable endeavours to keep the Property free from disease or infestation by pests and to destroy rabbits moles rats and other vermin and to spread any molehills and anthills on the Property subject to where the destroying of pests rabbits moles rats and other vermin is with the use of a shotgun rifle or any other firearm to first having sought and received the conditional consent of the Landlord
- (h) To destroy all thistles nettles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed and Himalayan Balsam.
- (i) Not to plough out any area recorded as permanent pasture in Schedule 1 or required to be such under Schedules 7 8 or 9 without the prior written consent of the Landlord.
- (j) Not to plough up or obstruct any public road or footpath or any right of way lawfully enjoyed by the Landlord or any other person save that if a footpath across a field is ploughed up it must be reinstated within 28 days.
- (k) Not to allow anything to be done on the Property which might cause the pollution of any watercourse or any supply of water.
- (l) To take all steps necessary to preserve and continue any licences permits consents and contracts in existence at the start of this Lease which are of benefit to the Property (including making all necessary applications and payments to preserve any licence granted under the Water Resources Acts 1963 or 1991) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents.
- (m) To assist the Landlord by promptly providing such information as to the use or occupation of the Property as the Landlord may reasonably require for the purpose of any matter concerning the establishment of rights affecting the Property or the protection of his interest in the Property or his liability to taxation in respect of the Property.
- (n) Subject to the Ground Game Acts not to do anything prejudicial to the preservation of any game (including nests and eggs) wildfowl woodcock and snipe hares or fish.
- (o) To propose the plan for cropping the arable areas of the Property in the last year of the Term or its continuation to the Landlord for his written approval such approval not to be unreasonably refused or delayed.

- (p) To comply with all laws and recommendations relating to the disposal of agricultural waste, as defined by the Environmental Permitting (England and Wales) Regulations 2010: SI 2010/675
- (q) To ensure that there is no breach on or from the Property or from the activities carried out on the Property of the Water Industry Act 1991, the Water Resources Act 1991, the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations 2010 (SI 2010/639), Sludge (Use in Agriculture) Regulations 1989 (SI 1989/1263) or any other legislation relating to water and shall obtain all necessary licences and consents for the discharge of effluent from the Property, providing copies to the Landlord
- (r) Not allow any livestock on the Property to be treated in a manner likely to cause unnecessary pain or distress, and to comply with industry standard codes of practice relating to animal welfare
- (s) The Tenant shall not, without the Landlord's prior written consent, amalgamate fields or holding numbers issued by the RPA or DEFRA
- (t) Will not use or allow others to use any metal detection equipment on any part of the Property, nor carry out any works on the Property likely to interfere with any ancient monument, listed building, or site of special scientific interest except with the Landlord's consent and in accordance with a scheduled monument consent
- (u) Not without Landlord's consent to use a shotgun rifle or any other firearm on the Property
- (v) Within 14 days of demand to supply a copy to the Landlord of all IACS forms submitted during the Term in respect of the Holding and all correspondence relating thereto and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type of grant or subsidy
- (x) To notify the Landlord of dead or dangerous trees
- (y) As directed by the Landlord to control scrub and other vegetation on the Property
- (z) Return all passes and keys upon determination of the agreement or earlier at the request of the Landlord

4.2.2 Military Property

To comply with any Controls, directions or restrictions from the Landlord as detailed in Schedule 12 to this Agreement and to allow the exercise of the Military Rights without let hindrance or obstruction

4.3 Additions Alterations and Signs

- 4.3.1 Not to make any structural or external alteration or addition to the Property nor to build or place on it any building, structure or erection including walls permanent fences hedges ditches and boundaries without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed for any such work consistent with the permitted user) and then only in accordance with plans previously approved in writing by the Landlord.
- 4.3.2 Not to erect any notices signs or advertisements on the Property except such signs and advertisements as may be appropriate to the business carried out upon the Property all such signs to be first approved by the Landlord in writing which approval shall not be unreasonably withheld or delayed.

4.4 Compliance with Enactments, Planning Applications and Notices

- 4.4.1 To comply with the requirements of all enactments and of every public authority (subject to the Tenant's rights to appeal against or make other challenge to those requirements) relating to the Tenant's business and use and occupation in respect of the Property and not to do or omit anything by which the Landlord may become liable for any such matter.
- 4.4.2 Not to apply for planning permission in respect of the Property without the Landlord's prior consent in writing such consent not to be unreasonably withheld or delayed for any application consistent with the permitted user.
- 4.4.3 Forthwith to give to the Landlord a copy of any notice in respect of the Property or the Tenant's use of it made by any public authority or body acting under statutory authority and without delay to comply at the Tenant's cost with the provisions thereof in so far as they apply to the Tenant save that the Tenant shall if so required by and at the cost of the Landlord make or join in making such objections or representations in respect of those provisions as the Landlord may require.
- 4.4.4 Where tests and inspections of fixed equipment on the holding, including electrical and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation:
 - (a) to be responsible for arranging all such tests and inspections in respect of tenant's improvements tenant's fixed equipment and for any other fixed equipment for which the Tenant is responsible under Clause 6.1 for insuring against fire and
 - (b) to undertake such works of repair and replacement as are required as a result of tests or inspections or any reports received from the Landlord pursuant to Clause 8.2 or otherwise deemed necessary for

compliance with statute or other regulation which are the Tenant's responsibility under the tenancy agreement.

4.5 Conservation and Environmental

- 4.5.1 To comply with the conservation and other environmental provisions set out in Schedule 7
- 4.5.2 Not to enter into an agri-environment scheme without the Landlord's written consent

4.6 Encroachments

- 4.6.1 To preserve all easements on the Property or affected by or depending on it and not to do or omit anything which might subject the Property to the creation of any new easement or right of way from being made over the Property.
- 4.6.2 Not to permit any occupation of any part of the Property that might lead to a claim to title of that part through adverse possession.
- 4.6.3 To prevent any new footpaths easements or other rights of way from being made over the Property and to inform the Landlord in respect of approaches being made in respect of the creation of any of the above mentioned.

Alienation

- 4.7 Not to assign underlet or otherwise part with possession or share occupation of the whole or any part of the Property save that any cottages to be occupied by agricultural employees shall be let with the due prior notice on Assured Shorthold Agreements in a form first approved by the Landlord and the sub-tenant duly notified of the address for service of notices under section 48 of the Landlord and Tenant Act 1987.

Indemnity

- 4.8 **To keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses) claims damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any Tenant's Covenants in this Lease, or any act or omission of the Tenant or any of the Tenant's licensees workers contractors or agents or any other person on the Property with the actual or implied authority of any of them**

Notice of Death

- 4.9 That should the Tenant die during the Term his representatives will give written notice of that to the Landlord within one month.

Payment of cost of notices, consents, etc.

- 4.10 To pay on demand all reasonable expenses incurred by the Landlord in and incidental to (or in contemplation of) the preparation and service of any reasonable notice of a breach of the Tenant's obligations notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

Establishment Regulations And Defence Requirements

- 4.11 At all times to comply with all military byelaws and regulations any directions and instructions issued by the Landlord or any person authorised by it for the purposes of:
- (a) protecting the interests of the Landlord the Landlord's adjoining and neighbouring property and/or any other neighbouring property; or
 - (b) securing the safety of Service Personnel servants and agents of the Landlord and contractors employees and invitees of the Tenant and members of the Tenant's household; or
 - (c) the safety of aircraft helicopters other vehicles equipment and machinery or the safety of Establishment

[Soil Analysis]

- 4.12 At the commencement of this Agreement the Tenant will carry out a detailed soil analysis at the Tenant's expense to establish current potash and nitrate ph levels on the Holding and the Tenant will carry out a similar or identical analysis in the last three months of the Term both analyses to be provided to the Landlord on completion.]

4A. Guarantor's Covenants

- 4A.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rents and all other sums reserved by this Agreement and shall observe and perform the Tenant's Covenants of this Agreement and that if the Tenant fails to pay any of those Rents or to observe or perform any of those Tenant's Covenants, then the Guarantor shall pay or observe and perform them.
- 4A.2 The Guarantor covenants with the Landlord as a separate and independent obligation and liability from its obligations and liabilities under Clause 4A.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay any of the rents reserved by this lease or any failure to observe or perform any of the Tenant's Covenants of this lease.

- 4A.3 The liability of the Guarantor shall continue until the end of the term, or until the Tenant is released from the Tenant's Covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 4A.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- (a) any time or indulgence granted by the Landlord to the Tenant;
 - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the Tenant's Covenants of this Agreement or in making any demand in respect of any of them;
 - (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
 - (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this Agreement or to observe or perform the Tenant's Covenants of this Agreement;
 - (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the Tenant's Covenants of this Agreement including the release of any such security;
 - (f) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the Tenant's Covenants of this Agreement or any unenforceability of any of them against the Tenant;
 - (g) the Tenant being dissolved, being struck off the Register of Companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing his affairs;
 - (h) any disclaimer of the Tenant's liability under this lease or the forfeiture of this Agreement;
 - (i) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - (j) by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

- 4A.5 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.
- 4A.6 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease.
- 4A.7 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease whether or not the variation is material or prejudicial to the Guarantor; the variation is made in any document; or the Guarantor has consented, in writing or otherwise, to the variation.
- 4A.8 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.
- 4A.9 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 4A.10 In the event that the Guarantor dies is declared bankrupt or otherwise becomes incapable of performing its obligations then the Tenant will procure a new guarantor acceptable to the landlord (acting reasonably) and ensure they execute any documents reasonably necessary to create a valid substitute guarantee at the Tenant's expense.

5. Repairs

THE Landlord and the Tenant covenant with each other that save where the building or other item of fixed equipment is identified as redundant in Part 4 of Schedule 6 or by subsequent agreement

- 5.1 (a) [i] *The Tenant will fulfil the obligations as laid on the Tenant and the Landlord those laid on the Landlord by Parts I and II of the Schedule to the **Agriculture** (Maintenance Repair and Insurance of Fixed Equipment) Regulations **1973 as it may be amended or replaced from time to time. (WALES)***
- [ii] *The Tenant will fulfil the obligations as laid on the Tenant and the Landlord under The Agriculture (Model Clauses Fixed Equipment)(England) Regulations 2015 SI 950. (ENGLAND)]*

OR

(b) [i] Each will undertake the maintenance and repairing obligations identified as their liability in Schedule 5 and where the liability for an item of work has not been allocated to one or other party in that Schedule it shall be the liability of the party who would be due to do the work under Parts I and II of the Schedule to the Agriculture (Maintenance Repair and Insurance of Fixed Equipment) Regulations 1973 as it may be amended or replaced from time to time. (WALES)]

[ii] Each will undertake the maintenance and repairing obligations identified as their liability in Schedule 5 and where the liability for an item of work has not been allocated to one or other party in that Schedule it shall be the liability of the party who would be due to do the work under The Agriculture (Model Clauses Fixed Equipment)(England) Regulations 2015 SI 950. (ENGLAND)]

OR

(c) The Tenant will put the Property into good repair and keep it in that condition.

OR

(d) The Tenant will maintain the Property in the condition of repair as at the commencement date of the Term (as described in the record of condition to be made and agreed between the parties) save for normal fair wear and tear excepting those buildings identified as redundant in Schedule 6 or subsequently agreed in writing between the Landlord and Tenant to be redundant.

Where no single option has been adopted under this sub-clause option (a) will apply by default.

- 5.2 The Landlord may serve written notice on the Tenant specifying works for which the Tenant is liable whereupon the Tenant is to execute all repairs works or replacements required and if the Tenant does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Landlord or any person authorised by them may enter upon the Property and execute such repairs and the reasonable cost thereof with interest at the Prescribed Rate from the date of expenditure by the Landlord to the date of payment by the Tenant shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.
- 5.3 The Tenant may serve written notice on the Landlord specifying works for which the Landlord is liable whereupon the Landlord is to execute all repairs works or replacements required and if the Landlord does not within two

months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Tenant or any person authorised by them may execute such repairs and the reasonable cost thereof with interest at the Prescribed Rate from the date of expenditure by the Tenant to the date of payment by the Landlord shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by action.

6. Insurance

6.1 Insurance of Buildings

Save where the building or other item of fixed equipment is identified as redundant in Part 4 of Schedule 6 or by subsequent agreement

(i) Landlord Insuring Buildings

The Landlord covenants with the Tenant:

- (a) To keep the buildings which form part of the Property (except all Tenant's plant and equipment tenant's improvements and tenant's fixtures and those agreed in writing to be redundant) insured against the risks stated in Part 1 of Schedule 6 and to the extent stated in that Part so far as such cover is reasonably available*
- (b) If and whenever during the Term the Property (except as aforesaid) is damaged or destroyed by an insured risk and to the extent the payment of the insurance monies is not refused because of any act or omission of the Tenant or of anybody else for whom he is responsible the Landlord will lay out the insurance money (except sums in respect of public liability and loss of rent) towards replacing the damaged or destroyed parts (except as aforesaid) as soon as reasonably practicable, taking all necessary steps to obtain any requisite planning permissions and consents*
- (c) At all times during the Term to effect and keep in force a policy of insurance against liability for loss or injury by members of the public and third parties in a sufficient sum to cover reasonably anticipated liabilities in an insurance office or with underwriters*

AND the Tenant covenants with the Landlord that he will comply with all requirements of the Landlord's insurers in relation to the Property of which he is notified and not to do or omit to do anything by which any insurance policy relating to the Property or any adjoining property becomes void or voidable.

OR

(ii) Tenant Insuring Buildings

The Tenant agrees to insure all buildings save for those listed in Part 4 of Schedule 6 or otherwise agreed to be redundant. Such insurance:

- (a) *will be with an Insurance Company approved by the Landlord (such approval not to be unreasonably withheld);*
- (b) *shall note the interest of the Landlord on the policy of insurance so that the Landlord may make a valid claim on the Tenant's policy;*
- (c) *shall be against loss or damage by the risks stated in Part 1 of Schedule 6 and to the extent stated in that Part so far as such cover is reasonably available; and*
- (d) *shall repair or replace any part of the Property that is damaged or destroyed by an insured risk as soon as reasonably practicable*
and if the money provided by the insurance cover on any claim is insufficient for the work required the Tenant shall make good the difference.

Where no single option has been adopted under this sub-clause the Landlord will insure the buildings under the option (i) above.

Tenant's Public Liability Insurance

- 6.2 At all times during the Term to effect and keep in force a policy of insurance against liability for loss or injury by members of the public and third parties in a sufficient sum to cover reasonably anticipated possible liabilities (and not less than £10,000,000) in an insurance office or with underwriters approved by the Landlord (such approval not to be unreasonably withheld).

Military Damage

- 6.3 Except as provided for in Schedule 3 the Landlord shall not be liable to the Tenant for any loss damage or injury whatsoever or howsoever arising except where resulting solely from the negligence of Service Personnel or any servant of the Crown acting within the scope of his employment

7. Access and Information

THE Tenant covenants with the Landlord:

- 7.1 To give the Landlord access at any time for the Military Rights or any Rights as identified in Schedule 3.
- 7.2 To permit the Landlord or any person authorised by him to enter the Property at any reasonable time upon giving reasonable prior notice (except in an emergency) with or without equipment to:
 - (i) view, inspect, survey and record the Property with or without others
 - (ii) market the Property
 - (iii) enter examine and record the state of condition use or occupation thereof
 - (iv) fulfil his management responsibilities including the provision or improvement of fixed equipment and such repairing obligations as he

may bear under Clause 5 and his powers under Clause 5.2 and as regards statutory tests under Clause 8.2.

- 7.3 To permit the Landlord or any person authorised by him to enter and remain on the Property at any reasonable time upon giving reasonable prior notice (except in an emergency) with or without equipment for all purposes in connection with any adjoining property and to carry out works thereon which are necessary or in all the circumstances reasonable.
- 7.4 For the purposes of this Clause reasonable prior notice shall mean not less than 48 hours' notice.

8. Landlord's Covenants

THE Landlord covenants with the Tenant:

Quiet Enjoyment

- 8.1 That if the Tenant observes and performs his covenants contained in this Agreement the Tenant may peaceably hold and enjoy the Property without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for him, except as otherwise permitted by this Agreement including for the avoidance of doubt the exercise of the Military Rights by the Landlord or any other rights reserved by the Landlord as identified at Schedules 3 and 3A
- 8.2 Where tests and inspections of fixed equipment on the holding, including electrical and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation and if the Landlord is responsible for insuring buildings against fire under Clause 6.1:
- (a) to be responsible for arranging all such tests and inspections except for those of tenant's improvements or tenant's fixed equipment
 - (b) to send a copy of all written reports on such tests and inspections to the tenant.
 - (c) to undertake such resulting works of repair and replacement as are necessary for compliance with statute or other regulation which are the Landlord's responsibility under the tenancy agreement.

Landlord's consent for Tenant's Improvements

- 8.4 That the items listed in Part 2 of Schedule 6 as Tenant's improvements and Part 3 of Schedule 6 as Tenant's fixtures shall be treated as such for the purposes of the Act.

- 8.5 That he consents to the Tenant making routine improvements as defined by section 19 of the Act in so far as they are necessarily associated with the efficient use of the Property within the Permitted User.

Early Entry and Holdover

- 8.6 To allow the Tenant such early entry and holdover as is provided for in Part 1 and Part 3 of Schedule 11.

9. Expiry of the Tenancy

THE Tenant covenants with the Landlord as to the end of the Term:

- 9.1 In the last nine months of the Tenancy to co-operate with the Landlord as to his reasonable arrangements for the erection of signs to advertise the re-letting or sale of the Property and consequent viewings.
- 9.2 To yield up the Property reinstated to the extent required under Clause 9.3 and in the state of repair and condition required by this Agreement and so far as may be reasonably possible to expeditiously assist with the transfer or renewal of any licences consents and contracts specifically benefiting the Property to a person nominated by the Landlord and to make such records as are reasonably required (whether in connection with cropping, applications under Common Agricultural Policy schemes, Nitrates Pollution Prevention Regulations 2015 or otherwise) available to the next occupier of the Property.
- 9.3 Save where they are tenant's improvements under Part III of the Act or are subject to section 8 of the Act but only to the extent required by the Landlord to remove any and all alterations additions and signs that may have been made to or installed on the Property by the Tenant in breach of clauses 4.3.1 and 4.3.2 of this Agreement and to restore the Property to the condition which existed before the alterations additions or signs were made or installed.
- 9.4 Save as required under clause 9.5 to remove all his chattels.
- 9.5 On quitting the Property to leave properly protected on the Property all such unconsumed hay straw silage and farmyard manure as shall have been made on the Property in the last year of the Term in accordance with a notice served by the Landlord on the tenant not less than six months before the termination date and subject to compensation payable by the Landlord in accordance with paragraph 1 of Schedule 9.
- 9.6 On quitting the Property to pay compensation to the Landlord as provided for in paragraph 2 of Schedule 9.

10. Provided always and it is hereby agreed and declared that:

The Guarantor

- 10.1 That should the Tenant be in default as regards the rent or other obligations of this agreement the Landlord may rely on the Guarantor to indemnify him in these respects.

Forfeiture and Re-entry

- 10.2 The Landlord may forfeit this Lease by re-entering the Property if:-
- (a) the whole or part of the rents are overdue for twenty-one days or more after the same shall have become due (whether the same shall have been legally demanded or not); or
 - (b) any of the Tenant's covenants in this Lease are not performed or observed; or
 - (c) the Tenant shall become bankrupt (whether or not any such order of bankruptcy is subsequently annulled or set aside) or insolvent or enter into liquidation or any arrangement with its creditors or any class of its creditors including any Individual Voluntary Arrangement or execution is levied against the Tenant, his or its assets or goods wherever located (and whether on the Property or not)

and on re-entry this Lease shall determine but without prejudice to any Landlord's right of action in respect of any breach of the Tenant's covenants. The Tenant shall indemnify the Landlord for his reasonable costs (including those of his solicitors agents and bailiffs) in any proceedings under section 146 of the Law of Property Act 1925.

Waiver of Breach

- 10.3 No demand for acceptance of or receipt of rents by the Landlord or his agents after knowledge or notice received by the Landlord or his agent of any breach of any of the Tenant's covenants herein shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of this Agreement be a continuing breach of covenant so long as such breach shall be subsisting.

Rent Cesser

- 10.4 If the Property or the access thereto is damaged or destroyed so that the Property is incapable of occupation and use (other than as a result of any act or omission of the Tenant) the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended from the date of destruction or damage until the date on which the Property is made fit for occupation and use.

Rights of Third Parties

- 10.5 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Determination of the Tenancy during its Term

- 10.6 (a) The Landlord or the Tenant may on the death of the Tenant (or in the case of more than one joint tenant on the death of any of them) determine this Agreement by serving at least 12 months written notice on the other.
- (b) On expiry of the said notice this Agreement shall determine without prejudice to any right of action of either party against the other in respect of any previous breach of this agreement.
- 10.7 (a) The Landlord may determine this Agreement in respect of any part of the Property in order to use that part of the Property for a non-agricultural purpose by serving on the Tenant at least 2 months written notice, provided that no more than 5 hectares or 10% of the area of the Property at the date the notice is served whichever is the greater may be removed from the tenancy in any 12 month period.
- (b) On expiry of the said notice this Agreement shall determine without prejudice to any right of action of either party against the other in respect of any previous breach of this agreement.
- (c) From the date on which the notice takes effect the rent payable by the Tenant shall be reduced by an amount specified by the Landlord to reflect the results in reduction in the total rental value of the Property remaining within the tenancy.
- 10.8 (a) [The Landlord] and the Tenant] [Either Party] shall have the right to terminate this agreement by serving on the [Tenant] [Landlord] [other] not less than 12 months prior written notice of his intention to do so Such notice to expire on any one of the Break Dates.
- (b) On expiry of the said notice this Agreement shall determine without prejudice to any right of action of either party against the other in respect of any previous breach of this agreement.

Service of Notices under this Agreement

- 10.9 Any notices that may be served by one party on the other under this Agreement are to be served in writing on that party at the address given in the Specific and Additional Particulars save where either party has notified

the other in writing of the name and address of an agent duly authorised to receive notices on that party's behalf.

Certificate

10.10 There is no agreement for a lease to which this Agreement gives effect.

11. Disputes

Where any dispute arises between the parties under this Agreement which either they do not settle between them or they are unable to agree an alternative means of dispute resolution then such dispute is to be determined by the arbitration of a single arbitrator (or if specified in this Agreement by an independent expert) and they agree that the arbitrator (or independent expert) shall be a person agreed upon by the parties or in default of such agreement to be a person nominated (on the application of either party) by the President of the Central Association of Agricultural Valuers. The determination of that arbitrator (or independent expert) shall be final and binding on the parties and the costs of his appointment and determination as well as those of the parties in the matter shall be met by the parties according to his award.

12. Crown Privilege

Nothing herein contained shall be construed or be deemed to have effect so as to in any way restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord.

SCHEDULE 1

THE PROPERTY

The Property comprises the parcels listed below illustrated by the area outlined in red on the attached plan together with the entirety of the boundaries (whether hedge and ditch wall or fence) indicated with a “T” mark on the plan.

<u>RURAL LAND REGISTER PARCEL ID</u>	<u>HECTARES</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>RESTRICTIONS AS TO USE</u>
<u>TOTAL</u>				

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT Under Clause 2

*(Note - These might include rights of way over adjoining land, rights to draw water, etc)
(for example only)*

1. [A right of way for the Tenant his servants agents and authorised persons at all times [unless otherwise directed by the Officer] and for all purposes with or without vehicles plant machinery or animals over and along the roads and tracks coloured [brown] on the Plan] [and on foot only over the footpaths coloured [green] on the Plan]
2. **[Add and amend as required]**

SCHEDULE 3

RIGHTS RESERVED BY THE LANDLORD Under Clause 2 and subject to Clause 8.3

1. All fruit trees and timber trees with full right to stack load and transport timber (including thinnings cordwood and underwood) felled on the Property the Landlord doing as little damage as practicable
2. All mines and minerals and mineral substances with the right of access to search for (including the right to sink boreholes) work and carry away minerals and mineral substances won on the Property the Landlord doing as little damage as practicable
3. All game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all wildfowl and hares and deer with the exclusive right subject as aforesaid for the Landlord and all persons authorised by him to preserve the same and to hunt shoot and sport on the Property. The Landlord reserves the right for himself and all other persons authorised by him to fish and store on the property or on the adjacent land of the Landlord
4. The benefit of all existing and the right to grant future wayleaves easements and rights affecting the Property and all rents and monies payable in respect thereof, except payments specifically to the occupier in respect of disturbance to agricultural occupation
5. The right to use all existing roads and paths on the Property
6. All springs wells ponds streams and watercourses with all fish therein with power for the Landlord and all persons authorised by him (subject to sufficient water being left for the Tenant for domestic and all agricultural purposes within the permitted user) to take and carry away water therefrom by means of pipes or otherwise and the exclusive right to fish in the said waters
7. The right to use all pipes wires cables drains and other things now situate within over or upon the Property and the right to enter on any part of the Property not built upon to lay any such things during the Term for the benefit of any adjoining property and use the same and the right to enter on the Property to inspect maintain repair and renew and to authorise any use to do likewise and to retain all payment of the use thereof save for any compensation for interference with agricultural use which shall be due to the tenant
8. The holdover rights reserved in Part 2 of Schedule 11

9. All antiquities on the Property whether treasure trove or not
10. The Landlord reserves the rights to hold occasional third party uses on the Property. These uses could be of a social, recreational or commercial nature and will not unreasonably affect the interests of existing tenants and licensees.
11. The Landlord reserves the right to carry out maintenance inspections surveys and works for conservation issues
12. The right for the Landlord and for Service Personnel with or without guns ordnance explosive and fissile materials tanks other vehicles and equipment to enter upon under or over and use the Property for camping manoeuvres military exercises (including the landing of parachute troops) and firing practice with or without artillery arms or ordnance of any description and including the firing of all guns and the dropping of bombs from aircraft at targets on the Holding or adjoining land and for naval military and air force aircraft and helicopters to fly over to land upon and to take off from any part of the Property at any time
13. The right for the Landlord to exclude the Tenant from the Property or any part thereof when reasonably required to enable military training
- 13.1 **PROVIDED THAT** if the Tenant shall give to the Landlord notice in writing of the damage thereby caused stating the exact nature of the damage and the position of the ground where such damage is alleged to have been caused within 7 days (time being of the essence) of the date of the happening thereof and shall within one month thereafter lodge a claim for compensation in respect of such damage (such claim to state the amount claimed and to be sent to the Landlord or his agent he shall be entitled to reasonable compensation in respect of any such damage found to be so caused]
14. A right for the Landlord and any persons authorised by him:
 - 14.1 to use that part of the Property coloured [*****] on the Plan (or such other area as the Landlord may specify by giving to the Tenant not less than three months' notice in writing: "**Alternative Site**") as and for a danger area in connection with the firing range on, adjoining or near to the Property over which or into which bullets and projectiles fired from weapons on the said firing range may ricochet or otherwise pass or fall
 - 14.2 to enter on that part of the Property (shown coloured [*****] on the Plan) for the purpose of searching for and removing or detonating spent or unexploded bombs ordnance and projectiles of any kind whatsoever from or on such land with all necessary materials apparatus vehicles and equipment

- 14.3 A right for the Landlord and any persons authorised by him at all times to enter upon and cross the Property with or without vehicles and apparatus for the purposes of erecting and maintaining warning notices boards flag poles and danger posts and of inspection and survey or the carrying out of tests and to sink trial holes in the Property
- 14.4 The right at all times to enter onto the Property to enforce any byelaws or to take such steps as are reasonably necessary to protect any rights reserved to the Landlord or to ensure the safety and security of the Landlord's property, the Property or any adjoining and neighbouring property, exercising such right so far as possible in such a manner as shall not interfere with the Tenant's quiet enjoyment of the Property.

SCHEDULE 4

RENT VARIATION AND REVIEW Under the Specific and Additional Particulars

This is to record any agreed arrangements for the variation or review of the rent that is to operate instead of or in addition to the default procedures of Part 2 of the Agricultural Tenancies Act 1995 (*or enter own rent review clause*)

SCHEDULE 5

ALLOCATION OF MAINTENANCE AND REPAIRING RESPONSIBILITIES Under Clause 5.1 Option (b)

Repair and maintenance of dwellings

Item	Tenant	Landlord
Roofs including chimneys		
Exterior walls and main structural timbers		
Interior walls		
Ceilings and internal plastering		
Ceiling and floor joists		
Floors		
Staircases		
Doors		
Windows and skylights		
Gutters and downpipes		
Sanitary fittings (baths etc)		
Electrical installations including fittings		
Water pipes		
Foul drainage systems		
Boilers and heating systems		
Internal decorations and treatments		
External decorations and treatments		
Fire, carbon dioxide detection, and security systems		

Repair and maintenance of other buildings and fixed equipment

Item	Tenant	Landlord
Roofs including chimneys		
Structural frames and walls		
Cladding		
Floors		
Doors and gates		

Windows		
Staircases and fixed ladders		
Gutters and downpipes		
Electrical installations and fittings		
Water supplies and fittings		
Foul drainage facilities		
Fixtures and fittings		
External decorations and treatments		
Internal decorations and treatments		
Timber and other infestations		
Milking parlours and parlour equipment		
Grain Silos		

Repair and maintenance of external works and services.

Item	Tenant	Landlord
Rainwater drainage systems – above ground		
Rainwater drainage systems - below ground		
Foul drainage systems - above ground		
Foul drainage systems - below ground		
Sewage disposal systems		
Slurry systems		
Water supply systems - above ground		
Water supply systems - below ground		
Electrical supply systems		
Gas supply systems		
Garden walls and fences		
Yard walls fences and gates		
Roads and yards		
Cattle grids		
Field gates and posts		
Bridges and culverts		

Field drains ditches and associated works		
Field boundaries		
Watercourses reservoirs ponds and associated systems		
Signs and notices		
Fences delineated and coloured green on the attached plan		✓
Fences delineated and coloured brown on the attached plan	✓	
Gates and gate posts shown as yellow circles on the attached plan		✓
Gates and gate posts shown as purple circles on the attached plan	✓	
Cattle grids colouredon the attached plan		✓
Cattle grids colouredon the attached plan	✓	

Note:

- a. Where the item identified requires the decoration or treatment of any part of the Holding the party responsible for such item agrees to paint redecorate or treat the relevant part of the Holding whenever necessary and in any case at intervals of not more than 7 years in the case of internal items and 5 years in the case of external items all such work to be carried out to a proper standard using materials of a suitable quality
- b. Where any item is omitted from the table below the [Tenant shall be liable for the repair of such item] [liability for repair of such item shall be allocated in accordance with the provisions of the Agriculture (Model Clauses Fixed Equipment) (England) Regulations 2015]

SCHEDULE 6

FIXED EQUIPMENT

PART 1 – LIABILITY FOR INSURANCE OF FIXED EQUIPMENT

Under Clause 6.1

1. Risks to be Covered by Insurance

The fixed equipment to insured under Clause 6.1 is to be insured by the party responsible for it against fire and also against such other risks as are here recorded.

List other risks to be covered which might include any or all of storm, flood, tempest, snow, lightning, explosion, riot, civil commotion, malicious damage, impact, bursting or overflowing of water tanks, burst pipes, discharge from sprinklers, aircraft and other aerial devices or articles dropped from them.

2. Extent of Cover

That insurance is to be for an amount equal to the full re-instatement value of the fixed equipment being covered including all professional and planning fees, demolition and site clearance costs, the cost of any work which might be required by or by virtue of any legislation and any VAT that is irrecoverable on such items.

PART 2 - TENANT'S IMPROVEMENTS

Under Clause 8.4

PART 3 – TENANT'S FIXTURES

Under Clause 8.4

PART 4 – REDUNDANT BUILDINGS AND FIXED EQUIPMENT

Under Clauses 5.1 and 6.1

SCHEDULE 7

CONSERVATION AND OTHER ENVIRONMENTAL PROVISIONS

Under Clause 4.5

The following are the requirements imposed on the management of the Property at the commencement of this Agreement by agri-environment agreements entered into under the Common Agricultural Policy of the European Union or other Authority with which the Tenant is to comply.

(State the Scheme with the date of the agreement and list the management requirements of the agreement as regards the Property)

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SCHEDULE 8

ADDITIONAL TERMS RELATING TO CULTIVATION, MANAGEMENT AND CONSERVATION

Under Clause 4.2(e)

The following additional terms relating to the cultivation, management and conservation of the Property, or to specific fields or areas of the Property, will apply in accordance with Clause 4.2(e)

General

1. No areas recorded as permanent pasture in Schedule 1 are to be converted from that state.
2. No manure or slurry is to be removed from the Property
3. No dangerous breed animals to be brought onto the Holding.
4. No genetically modified crops to be grown on the Holding.
5. The Tenant is to maintain the potash, nitrate ph levels on the Holding at a reasonable level and where a schedule of condition has been carried out [pursuant to clause 4.12 of this Agreement] at the levels evidenced by the schedule of soil conditions.

SSSI Management Agreements

(Terms of any agreements)

Ancient Monuments and Archaeology

(Terms of any agreements)

3. Not to permit any person onto the Property to search for or remove any objects of archaeological or scientific interest

SCHEDULE 9

COMPENSATION BETWEEN THE PARTIES ON TERMINATION Under Clause 9.6

1. The Tenant will be entitled to compensation equal to:
 - the market value of hay straw and bagged silage
 - the value of silage in the clamp as calculated in accordance with CAAV Numbered Publication 183 (or subsequent CAAV guidance on the valuation of silage in the clamp in place of that document)
 - value for farmyard manure
 - the increase in the value of any sheep due to their being hefted acclimatised or settled on the Property (up to a maximum increase of 15% on the original value)

where any such item is left on the Property after the termination of this Agreement if he has been required by this Agreement or by notice served under Clause 9.5 of this Agreement to leave them on the Property
2. Following the termination of this Agreement the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his obligations contained in this Agreement the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant save that compensation for breaches of covenants to repair shall be in accordance with section 18(1) of the Landlord and Tenant Act 1927
3. The timetable for either party to serve written notice on the other of his intention to make a claim and of the nature of the claim under this Schedule and for the reference of any resulting dispute or unresolved claim to arbitration shall be the same as that for the equivalent proceedings for tenant's improvements under section 22 of the Act such that:
 - (i) no claim shall be enforceable unless before the end of the period of two months beginning with the date of the termination of the tenancy the party making the claim has given written notice to the other of his intention to make the claim and of the nature of the claim
 - (ii) where the landlord and the tenant have not settled the claim by agreement in writing and no arbitrator has been appointed under an agreement made since the notice under (i) above was given either party may, after the end of the period of four months beginning with the date of the termination of the tenancy, apply to the President of the Central Association of Agricultural Valuers for the appointment of an arbitrator by him.

SCHEDULE 10

ENTITLEMENTS, PAYMENT RIGHTS AND QUOTAS CREATED BY COMMON AGRICULTURE POLICY OR OTHER UK SCHEMES Under Clauses 3.2 and 3.3

Part I - Entitlements

1.1 The Tenant agrees to record established entitlements as detailed in 3.3 and agrees

(a) To take all reasonable steps throughout the Term to maintain the Entitlements for use in claiming the same against the Property

(b) Not to sell transfer charge lease or otherwise deal with the Entitlements or any part thereof other than in accordance with the provisions of this Schedule

(c) Not to do nor omit to do anything which results or may result in all or part of the Entitlements being reduced lost confiscated devalued or charged whether permanently or temporarily or otherwise being unavailable to the Tenant to transfer in accordance with paragraph 1.1(d) below

(d) Subject to paragraph 1.1(e) below immediately following the termination of this Agreement in full or in part then either:-

(i) where the Entitlements are the property of the Tenant to take all reasonable steps to effect the transfer of the Entitlements attributable to the part or parts of the Property being terminated to the Landlord or as the Landlord may direct at open market value (in accordance with the provisions of paragraph 1.3(b) below) and if it is legally impossible to effect such a transfer immediately following termination of the Lease or part thereof to take all such necessary steps as soon as such transfer is legally possible thereafter; OR

(ii) where the Entitlements are received by the Tenant at nil cost then the Tenant will take take all such necessary steps to transfer the benefit to the Landlord at nil cost

(e) If the Landlord directs that he does not require the Tenant to transfer the Entitlements or any specified part thereof in accordance with paragraph 1.1(d) the Tenant shall be free to retain or otherwise dispose of such Entitlements or such specified part as appropriate

(f) To notify the Landlord in writing within 14 days of receiving any allocation transfer or lease of Entitlements

(g) To comply with the cross compliance obligations and/or any other requirements associated with the Entitlements

(h) Within 4 weeks of the Landlord's request to furnish the Landlord with all the information which the Landlord may reasonably request concerning the Entitlements or concerning other farming activities of the Tenant which may effect the said the Entitlements

1.2 The Tenant's obligations concerning Entitlements shall not apply insofar as the Entitlements have been subject to reductions or siphon imposed by any Authority unless such reduction is due wholly or partly to any act or omission on the part of the Tenant in which case the Tenant shall indemnify the Landlord for any such loss including but limited to all reasonable costs and expenses associated with the acquisition of replacement entitlements comparable to those lost

1.3 The Landlord agrees in respect of the Entitlements

(a) to sign on demand all necessary documentation and to take all necessary steps to enable the Tenant to transfer or to complete any other type of dealing with the Entitlements or any part thereof pursuant to 1.1(d) and (e) above during the Lease Period or following termination of the Lease permitted under this Schedule

(b) to pay to the Tenant on the day that any Entitlements are transferred the open market value of the Entitlements so transferred to the Landlord or as the Landlord shall have directed as at that date provided that in default of agreement as to the open market value of the entitlements so transferred the value is to be determined in accordance with clause 9. For the avoidance of doubt the date of transfer of the Entitlements in this paragraph means the later of

(i) the date on which the Tenant has completed and signed all requisite forms to transfer the relevant Entitlements to the Landlord or as the Landlord shall have directed and has passed those forms to the Landlord to lodge with the requisite Authority; or

- (ii) the date that the Lease is terminated either in whole or part
- (c) to pay to the Tenant within 28 days of receipt by the Landlord or any other party nominated to receive the Entitlements under paragraph 1.1 (d) above any payments received in respect of the Entitlements for the scheme year in which the Lease is terminated
- (d) To comply with the cross compliance obligations and/or any other requirements associated with the Entitlements for the remainder of the scheme year in which the Lease is terminated
- (e) In the event that the Entitlements cannot be registered in the name of the Landlord or as the Landlord directs in accordance with clause 1.1(d) due to the actions of the Tenant then provided such issues cannot be remedied by the Tenant within 56 days the Tenant will reimburse the Landlord any monies paid in respect of those Entitlements within 28 days of being supplied with a copy of the notification of the requisite authority confirming that the Entitlements cannot be registered as a result of the actions attributable to the Tenant.

Part II - Payment Rights

- 1.1 In the event that Payment Rights arise during the Lease Period the parties agree that they shall be treated in the same way mutatis mutandis as the Entitlements as set out in Part I of this Schedule save that in addition to those provisions there shall also be the following further obligations on the Tenant:
- (a) The Tenant shall not do nor omit to do anything which might prejudice the allocation of Payment Rights to the Tenant or future occupier of the Property or any part of it
 - (b) To use reasonable endeavours to maximise the allocation of any Payment Rights to the Tenant during the Lease Period which relates to or derives from the occupation or farming of the Property or any part of it by the Tenant

SCHEDULE 11

EARLY ENTRY AND HOLDOVER

PART 1 – EARLY ENTRY FOR THE TENANT

Under Clause 8.6

1. The Tenant may have early entry to the following parcels on the Property along such route or routes as may reasonably be specified by the Landlord from the dates given to commence cultivations.
2. The Tenant shall be liable for any repairs to the buildings or equipment in them caused by his use under this early entry and shall indemnify the Landlord against any costs claims damages damage or losses by the Landlord as a result of the Tenant exercising rights under this Part 1 of Schedule II that arise from this early entry whether for electricity or any other cause.

Parcel Number

Early Entry Date

PART 2 – HOLDOVER BY THE PRECEDING OCCUPIER

Under Clause 2 and Item 8 of Schedule 3

1. **Crops in Store** - Where at the commencement of this agreement, crops produced on the Property by its immediately previous occupier are in store in the buildings clamps or pads identified below the Tenant shall permit that person to continue to have access to and use those buildings for drying storing and removing that produce until the Produce Holdover Date specified below or the date when all such crops have been removed from the Property whichever is the earlier.

Building/Clamp/Pad

Crop

Produce Holdover Date

2. **Unharvested Crops** - Where at the commencement of this agreement, arable crops established on the Property by its immediately previous occupier are still to be harvested from the fields identified below the Tenant shall permit that person to continue to have access to those fields for the husbandry and harvest of those crops until the Crop Holdover Date specified below or the date when all such crops have been removed from the Property whichever is the earlier. Where reasonably necessary those crops when harvested may be stored in the buildings clamps or pads under the provision of paragraph 1 for crops in store.

Field

Crop

Crop Holdover Date

3. The person exercising such holdover is to reimburse the Tenant any costs that arise for the Tenant from such exercise whether for electricity or any other cause.

4. The Tenant shall have no responsibility for these buildings during the period of holdover but shall be indemnified by the Landlord for any damage during this period.

PART 3

HOLDOVER BY THE TENANT AFTER THE EXPIRY OF THIS AGREEMENT Under Clause 8.6

1. **Crops in Store** - Where on the expiry of this agreement, crops produced on the Property by the Tenant are in store in the buildings clamps or pads identified below the Landlord shall permit the Tenant to continue to have access to and use those buildings for drying storing and removing that produce until the Produce Holdover Date specified below or the date when all such crops have been removed from the Property whichever is the earlier.

Building/Clamp/Pad	Crop	Produce Holdover Date
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2. **Unharvested Crops** - Where at the expiry of this agreement, arable crops established on the Property by the Tenant are still to be harvested from the fields identified below the Landlord shall permit the Tenant to continue to have access to those fields along such route or routes as may reasonably be specified by the Landlord for the husbandry and harvest of those crops until the Crop Holdover Date specified below or the date when all such crops have been removed from the Property whichever is the earlier. Where reasonably necessary those crops when harvested may be stored in the buildings clamps or pads under the provision of paragraph 1 for crops in store.

Parcel	Crop	Crop Holdover Date
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3. The Tenant shall be liable for any repairs to the buildings or equipment in them caused by his use under this holdover and shall indemnify the Landlord against any costs claims damages damage or losses suffered by the Landlord as a result of the Tenant exercising rights under this Part 3 of Schedule II that arise from this holdover whether for electricity or any other cause.

SCHEDULE 12

MILITARY PROPERTY

As to the use of Property which includes any airfield or may be used to land helicopters or other aircraft, the Tenant agrees:

- (a) Not without Landlord's consent to place or erect or allow to be placed or erected on the Property any permanent or temporary walls stacks silos portable or other buildings and where Landlord's consent is given to place or erect such items in such positions as shall from time to time be indicated by the Landlord
- (b) If any stack silo or building catches fire (otherwise than through the action of Naval Military or Air Force aircraft and helicopters or through bombing or gunnery operations) to reimburse the Landlord the cost incurred or any charges paid by him in respect of the use of any fire fighting appliances whether those of the Landlord or otherwise and for the avoidance of doubt the Landlord shall be under no obligation to ensure that such appliances shall be available
- (c) Not without Landlord's consent to grow or allow to be grown on the Property any tree or hedge not existing at the date hereof
- (d) Not to damage any runways taxi-tracks hardstandings or any other constructed hard surfaces on the Property or on adjacent property of the Landlord
- (e) Not to leave parked or stored unattended on the Property any vehicle implement machinery or other obstruction which might be dangerous to aircraft or helicopters and to remove all such obstructions at the finish of each working day to such part of the Property as may be approved by the Officer
- (f) If so required by the Officer to forward to him for approval a list of all persons who the Tenant proposes shall enter on the Property which approval the Officer may in his absolute discretion withhold and not to permit any person onto the Property who shall not have been approved by the Officer
- (g) To keep all stock securely fenced off from any tarmacadam surfaces on the Property or on adjacent property of the Landlord

As to the use of Property which includes any Range Danger Areas :-

- (h) Not to enter or remain on that part of the Property shown coloured ● on the Plan or the Alternative Site (as defined in Schedule 3) whilst firing is in progress on the firing range referred and to use his best endeavours to prevent his agents servants and all persons expressly or impliedly authorised by him from so doing at such times

- (i) On the instruction of the Landlord not to enter the Property or part thereof to enable training to proceed

As to the use of Property which includes any Explosive Storage or an Ammunition Depot :-

- (i) Not to bring or permit to be brought on to the Property any dangerous animal or (except with the consent of the Officer) any steam or internal combustion engine vehicle any firearm matches tobacco cigarettes any inflammable solid or liquid and not to light any fire or do or permit to be done any act or thing which in the opinion of the Officer may constitute a risk of fire
- (j) That the Tenant and all other persons entering on the Property shall submit to being searched by the Landlord's police or other officials authorised by the landlord to prevent any contravention of the terms of this schedule
- (k) To cut down all grass and other growths which in the opinion of the Officer are of such height as to cause a risk of fire

[Other clauses specific to use]

SIGNED by the TENANT }.....
in the presence of

..... WITNESS' NAME
..... WITNESS' OCCUPATION
..... WITNESS' ADDRESS
}.....

SIGNED by the GUARANTOR
in the presence of

..... WITNESS' NAME
..... WITNESS' OCCUPATION
..... WITNESS' ADDRESS

THE CORPORATE SEAL of the }.....
SECRETARY OF STATE FOR
DEFENCE hereunto affixed
is authenticated by:-

..... WITNESS' NAME
..... WITNESS' OCCUPATION
..... WITNESS' ADDRESS

OR

SIGNED by the TENANT
Acting by duly authorised Director and Secretary/Two Directors

..... DIRECTOR
..... SECRETARY/DIRECTOR

SIGNED by the GUARANTOR }.....
in the presence of

..... WITNESS' NAME
..... WITNESS' OCCUPATION
..... WITNESS' ADDRESS

THE CORPORATE SEAL of the)
SECRETARY OF STATE FOR)
DEFENCE hereunto affixed)
is authenticated by:-

.....

FORM 1 - NOTICE TO TENANT OF FARM BUSINESS TENANCY
Green

AGRICULTURAL TENANCIES ACT 1995

NOTICE TO PURSUANT TO SECTION 1(4)

To:

Re:

I GIVE YOU NOTICE pursuant to the Agricultural Tenancies Act 1995 S.1 (4) that I intend that the tenancy of the Holding referred to above which we are proposing to enter into is to be and remain a Farm Business Tenancy within the meaning of the Agricultural Tenancies Act 1995 and that the character of the tenancy will at its beginning to be primarily or wholly agricultural.

SIGNED for and on behalf of the Secretary of State for Defence

.....

(Dated)

FORM 2 - NOTICE TO LANDLORD OF FARM BUSINESS TENANCY
Pink

AGRICULTURAL TENANCIES ACT 1995

NOTICE TO PURSUANT TO SECTION 1(4)

To:

Re:

I GIVE YOU NOTICE pursuant to the Agricultural Tenancies Act 1995 S.1 (4) that I intend that the tenancy of the Holding referred to above which we are proposing to enter into is to be and remain a Farm Business Tenancy within the meaning of the Agricultural Tenancies Act 1995 and that the character of the tenancy will at its beginning to be primarily or wholly agricultural.

(Signed)

(Dated)

FORM 3 - NOTICE TO TENANT OF FARM BUSINESS TENANCY (copy)
White

AGRICULTURAL TENANCIES ACT 1995

NOTICE TO PURSUANT TO SECTION 1(4)

To:

Re:

I GIVE YOU NOTICE pursuant to the Agricultural Tenancies Act 1995 S.1 (4) that I intend that the tenancy of the Holding referred to above which we are proposing to enter into is to be and remain a Farm Business Tenancy within the meaning of the Agricultural Tenancies Act 1995 and that the character of the tenancy will at its beginning to be primarily or wholly agricultural.

SIGNED for and on behalf of the Secretary of State for Defence

.....

(Dated)

I acknowledge receipt of the above Notice and confirm that the Notice was served upon me prior to the commencement of the term referred to in the Notice.

(Signed by the Tenant)Date.....