

FARM BUSINESS TENANCY UNDER THE AGRICULTURAL TENANCIES ACT 1995

AGREEMENT

for a

**FARM BUSINESS TENANCY
(FIXED TERM MORE THAN TWO YEARS)**

of

INSERT NAME/DESCRIPTION OF FARM

between

**NORFOLK COUNTY COUNCIL (The LANDLORD)
of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH**

and

**XXXXXXXXXX (The TENANT(S))
of XXXXXXXXXXX, XXXXXXXXXXX, XXXXXXXXXXX**

IMPORTANT

A lease of more than seven years is required to be completed by registration under the Land Registration Act 2002 and must include the following information required by Schedule 1A, Land Registration Rules 2003. *In the case of leases for seven years or less, the prescribed information below may be omitted and the lease may commence with the Particulars.*

- 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.

Otherwise, do not omit or delete any words in bold text unless amended.		
LR1. Date of Lease		
LR2. Title Number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>	XXXXXXXXXX
	LR2.2 Other title number(s) <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>	
LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk NR1 2DH	
	Tenant: XX XX	
	Other Parties: None	
LR4. Property <i>Where there is a letting of part of a registered title, a plan must be attached to this lease.</i>	In the case of a conflict between this clause and the remainder of the lease then, for the purposes of registration, this clause shall prevail. All that property known as land and buildings at XXXXXXXXX situated at XXXXXXXXXXXXXXXX in the County of Norfolk full particulars of which are contained in Schedule 1.	
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), or 180 (dispositions by a charity) of the Land Registration Rules 2003. None	
LR6. Term for which the Property is leased <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>	The Term is as follows: A term of XX years commencing from noon on the eleventh day of October 20XX and ending on noon on the tenth day of October 20XX	
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	None	
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions (Clause 6 Assignment and Subletting).	
LR9. Rights of acquisitions etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None	
	LR9.2 Tenant's covenant to (or offer to) surrender this lease None	
	LR9.3. Landlord's contractual rights to acquire this lease None	
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the property	None	
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property See Part 2 of Schedule 2: Rights granted by the Landlord for the benefit of the Holding	
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See Part 1 of Schedule 2: Rights reserved by the Landlord	
LR12. Estate rent charge burdening the Property	None	
LR13. Application for standard form of restriction	None	
LR14. Declaration of trust where there is more than one person comprising the Tenant If the Tenant is one person, omit or delete all the alternative statements. <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. OR The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares. OR The Tenant is more than one person. They are to hold the Property on trust Complete as necessary	

PARTICULARS

Date of Agreement	:	
The Landlord	:	NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH
The Tenant	:	XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX of XXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
The Holding	:	All that property known as XXXXXXXXXXXXXXXXXXXX situated at XXXXXXXXXXXXXXXXX in the County of Norfolk – full particulars of which are contained in Schedule 1
The Term	:	XX Years
The First Day of the Term	:	11 October 20XX
The Last Day of the Term	:	10 October 20XX
The Rent	:	£XXXX per year and any new rent fixed under Schedule 3
The Rent Days	:	6 April & 11 October
The First Rent Day	:	6 April 20XX
The Prescribed Rate	:	The base rate for the time being of Barclays Bank plc. Plus 9%
The Break Clause Dates	:	For the Landlord, the 10 October in Every fifth year from the First Day of the Term For the Tenant, every year beginning from the second anniversary of the First Day of the Term
The Review Dates	:	In accordance with Schedule 3, with the first review date being no earlier than 11 October 20XX
Early Entry	:	The tenant is allowed such early entry to the Property as is provided for in Part 1 of Schedule 9.
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 9 and offers the Tenant such holdover after the expiry of this tenancy as is provided for in Part 3 of Schedule 9.

This Agreement is made on the
BETWEEN the Landlord and the Tenant

day of

Two thousand and

1. PRELIMINARY

1.1 In this Agreement:

- (a) expressions in Column 1 of the Table of Particulars have the meaning given to them in Column 2 of the Table;
- (b) the Landlord includes the person entitled to receive the rent payable under this Agreement;
- (c) the Tenant includes the person who has the right to occupy the Holding on the terms of this Agreement;
- (d) the Term includes any period after the Last Day of the Term during which the Tenant is entitled to continue to occupy the Holding either by agreement or by statute, including any period during which this Agreement continues as a tenancy from year to year; and
- (e) an agreement not to do something includes not permitting another party to do it.

1.2 At any time when the Landlord, the Tenant or the Guarantor is more than one person their obligations and covenants can be enforced against all of them jointly and against each of them individually.

1.3 Any reference to an Act of Parliament, statutory instrument or regulation includes a reference to that Act, instrument or regulation as amended or replaced from time to time and to any subordinate legislation or bye-law made under it.

1.4 The amounts specified in this Agreement are exclusive of VAT and wherever in this Agreement there is a covenant by the Landlord or Tenant to pay any sum which is a taxable supply, VAT shall be payable upon the issue of a valid VAT invoice.

2. LETTING

2.1 The Landlord LETS the Holding to the Tenant from the First Day of the Term for the Term and then from year to year unless this Agreement is ended under Clause 10.1.

2.2 The Landlord reserves the Rent and any new Rent fixed under Schedule 3.

2.3 The Landlord reserves the rights set out in Part 1 of Schedule 2 and grants the rights set out in Part 2 of Schedule 2.

OBLIGATIONS OF THE TENANT

3. PAYMENTS

3.1 The Tenant will pay the Rent (and any new Rent fixed under Schedule 3) to the Landlord in arrears by equal instalments on the Rent Days with the first payment of rent (or a duly apportioned part of it) to be made on the First Rent Day. The last payment of rent shall be made in ADVANCE on the 6th April in the last year of the Tenancy, if demanded.

3.2 The Tenant will pay each instalment of rent in full on the Rent Days without making any deduction of any kind (including any legal or equitable set-off).

3.3 The Tenant will pay all rates, taxes or other sums payable in respect of the Holding by the occupier (except any tax or other sum payable by the Landlord in respect of rent received or in respect of any dealing with the Landlord's interest in the Holding).

3.4 The Tenant will pay interest on any rent arrears or other money due under this Agreement at the Prescribed Rate from the date when payment should have been made until the date when payment is actually made.

- 3.5 The Tenant will pay to the Landlord:
- (a) the full amount payable by the Landlord to any outgoing tenant (whether or not that amount was agreed or determined by arbitration) as compensation for improvements and tenant right matters; and
 - (b) any reasonable costs and expenses incurred by the Landlord in relation to the agreement of such compensation with the outgoing tenant (but not costs or expenses incurred in relation to any arbitration); and
 - (c) the value (as agreed or determined under Clause 12) of any growing crops, cultivations, severed crops, seeds, fertilisers and sprays left by the Landlord on the Holding at the start of the Term.
- Such payments are to be made within 28 days of the Tenant being notified by the Landlord in writing of the amount payable.

4. USE AND MANAGEMENT OF THE HOLDING

- 4.1
- (a) The Tenant will use the Holding for agricultural purposes only.
 - (b) If a particular use for any part of the Holding has been specified in Schedule 1 the Tenant will use that part of the Holding for that purpose only throughout the Term.
 - (c) The Tenant will not allow any part of the Holding to be used for the display of advertisements or for camping or the parking of vehicles or caravans or for the purpose of fairs, festivals, sporting events, rallies or other public events, unless the Landlord gives written consent in advance.
- 4.2
- (a) The Tenant will comply with the provisions relating to good husbandry in Part I of Schedule 8, and any additional terms relating to conservation and to the cultivation and management of the Holding contained in Part 2 of Schedule 8.
 - (b) The Tenant will not break up or convert into tillage any part of the Holding described as permanent pasture in Schedule 1 or burn any heather or moorland on the Holding.
 - (c) The Tenant will not remove any turf topsoil stone or gravel from the Holding.
 - (d) The Tenant will use his or her best endeavours to keep the Holding free from disease or infestation by pests and will destroy rabbits, moles, rats and other vermin and will spread any molehills and anthills on the Holding.
 - (e) The Tenant will destroy all thistles nettles and other injurious weeds to which the *Weeds Act 1959* applies before they seed.
 - (f) The Tenant will not allow any livestock on the Holding to be treated in a manner likely to cause unnecessary pain or distress, and will comply with any relevant code of practice relating to animal welfare.
 - (g) Before the start of the last year of the Term the Tenant will agree a schedule of cropping with the Landlord and will implement that schedule during the last year.
- 4.3
- (a) The Tenant will not allow anything to be done or to remain on the Holding which might cause nuisance, disturbance or damage to the Landlord or the occupier of any adjoining land or to users of any road on or adjoining the Holding.
 - (b) The Tenant will not plough up or obstruct any public rights of way or any private right of way lawfully enjoyed by the Landlord or any other person, shown as a yellow line on the plan attached to the Agreement.
 - (c) The Tenant will not do or allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water.
 - (d) Not to use or permit any part of the Holding to be used for the launching of sky lanterns of any description or any mass release of balloons.
- 4.4 The Tenant will comply with all Acts of Parliament, regulations, by-laws and applicable codes of practice relating to the Holding, to the conduct of the Tenant's business, to the preservation of protected species and to the safeguarding of the environment.

- 4.5 The Tenant will live in the main farmhouse on the Holding (if any) at all times during the Term and will personally farm the Holding.
- 4.6 The Tenant will take all reasonable steps to prevent acts of trespass on the Holding and to prevent any new footpaths or other easements or rights of way from being acquired over the Holding and will notify the Landlord in writing of any encroachments or repeated acts of trespass on the Holding.
- 4.7 (a) The Tenant will do nothing to contravene the Wildlife and Countryside Act 1981 and will not harm any game, deer and fish or any wildfowl and wild birds listed in Part I of Schedule 2 of the Act (including their nests and eggs) and will control rabbits, mink, wood pigeons and other pests on the Holding and compensate the Landlord for any claims made by the owners or occupiers of adjoining land because of damage done by such animals or birds.
- (b) The Tenant will control rabbits, mink, wood pigeons and other pests on the Holding and compensate the Landlord for any claims made by the owners or occupiers of adjoining land because of damage done by such animals or birds.
- 4.8 The Tenant will take all steps necessary to preserve and continue any licence permit or consent in existence at the start of this Agreement that benefits the Holding (including any concerning the supply, extraction or usage of water) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents.
- 4.9 The Tenant will not enter into any grant, loan or subsidy scheme, management agreement or other arrangement by which the use or management of the Holding is restricted without the Landlord's prior written consent which shall not be unreasonably withheld or delayed.
- 4.10 (a) The Tenant will not grow any genetically modified crop or apply any sewage sludge to the Holding without the prior written consent of the Landlord.
- (b) If the Landlord gives consent to the growing of any genetically modified crop the Tenant will provide all such information concerning the crop as the Landlord may reasonably request.
- 4.11 The Tenant will not bring onto or accumulate on the Holding any refuse, waste paper, or redundant material.
- 4.12 Removal of straw off the land is restricted to every other year. Straw to otherwise be ploughed back into the land.
- 4.13 The Tenant will not import or spread any paper pulp on the Holding without the prior written consent of the Landlord

5. REPAIRS, ALTERATIONS AND INSURANCE

- 5.1 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Tenant to repair:
- (a) the Tenant agrees to keep them in a good state of repair (but the Tenant will not be obliged to put the Holding into a better state of repair than at the commencement of this Agreement); and
- (b) where the item identified relates to the decoration or treatment of any part of the Holding the Tenant agrees to paint, redecorate or treat the relevant part of the Holding whenever necessary and in any case at intervals of not more than seven years in the case of internal items and at intervals of not more than five years in the case of external items, all such work to be carried out to a proper standard using materials of suitable quality.
- 5.2 If the Tenant fails to do any work which this Agreement requires him/her to do the Landlord may give him/her written notice to do it, in which case the Tenant agrees:
- (a) to start the work within two months or immediately in the case of an emergency; and
- (b) to proceed diligently with the work until it is completed; or

- (c) if the Tenant fails to comply with the notice, to permit the Landlord to do the work and recover the reasonable cost from the Tenant.
- 5.3 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Landlord to repair the Tenant agrees:
- (a) to take reasonable care to avoid those parts of the Holding becoming damaged by any deliberate, reckless or negligent act or behaviour by the Tenant or any person permitted to be on the Holding by the Tenant and to put right any damage so caused as soon as reasonably practicable; and
 - (b) to report in writing to the Landlord any damage caused to those parts of the Holding or any need for repair to them as soon as the Tenant becomes aware of such matters.
- 5.4 Where Schedule 4 indicates that the repair of a particular part of the Holding is to be carried out by the Landlord subject to a contribution from the Tenant, the Tenant agrees to pay to the Landlord the specified percentage of the reasonable cost incurred by the Landlord in carrying out the work, such payment to be made on demand following completion of the work.
- 5.5
- (a) Except with the prior written consent of the Landlord the Tenant will not remove or make structural alterations or additions to any existing building or fixed equipment on the Holding or put up any new building or structure or make any other improvement to the Holding other than those listed in Part 2 of Schedule 6.
 - (b) Before making any alteration or addition to the Holding the Tenant will first obtain all statutory or other consents required for the carrying out of such work and provide copies to the Landlord.
 - (c) The Tenant will comply with the terms of all consents required for the carrying out of such work and will compensate the Landlord for any loss, damage or expense incurred by the Landlord as a result of any breach by the Tenant of his or her obligations under this clause.
 - (d) Unless the parties otherwise agree, the repair and insurance of any new building erected on the Holding by the Tenant will be the sole responsibility of the Tenant as if it had been so identified in Schedule 4.
- 5.6
- (a) The Tenant will not remove or damage any fence, hedge, field wall or boundary on the Holding unless the Landlord gives written consent in advance.
 - (b) The Tenant will prevent trees, saplings and hedges on the Holding from being injured by livestock and will not attach any wire to them or damage or injure them in any way. If any tree, sapling or hedge is damaged or injured, the Tenant will replace it with equivalent stock on the first suitable occasion.
 - (c) The Tenant will as soon as reasonably possible give notice in writing to the Landlord of any dead or dangerous tree on the Holding of which he becomes aware.
- 5.7 The Tenant agrees to insure for their full replacement value his or her own livestock, crops, fixtures, plant and equipment.
- 5.8 The Tenant agrees to insure the items identified in Schedule 4 as being the responsibility of the Tenant to insure. Such insurance:
- (a) will be with a reputable insurance company approved by the Landlord (such approval not to be unreasonably withheld);
 - (b) will be against loss or damage by fire and such other risks as the Landlord may from time to time reasonably prescribe;
 - (c) where it relates to buildings on the Holding and unless otherwise specified in Schedule 4 shall be for an amount equal to their full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament); and
 - (d) where it relates to livestock, plant, machinery, fixtures or fittings shall be to their full replacement value.

- 5.9 The Tenant will insure to an adequate level of cover (such cover to be for a sum of not less than ten million pounds) against liability to third parties for loss or damage arising in relation to the Holding, such insurance to be with an insurance company approved by the Landlord (such approval not to be unreasonably withheld) and the Tenant will procure that the Landlord's interest is noted on the policy.
- 5.10 Where the Tenant is responsible for insurance the Tenant agrees:
- (a) to produce to the Landlord on demand the policy of insurance and the receipt for the last premium payable for it;
 - (b) to reinstate any building on the Holding destroyed or damaged by any risk against which the Tenant was required to insure and to cause all money received in respect of such damage or destruction to be expended in carrying out the required reinstatement;
 - (c) to replace all livestock, plant and machinery, Tenant's fixtures and fittings and crops on the Holding destroyed or damaged by any risk against which the Tenant was required to insure and to cause all money received in respect of such destruction or damage to be expended on such replacement, or in the case of crops grown for consumption on the Holding to return to the Holding the full equivalent manurial value in artificial manures or feeding stuffs; and
 - (d) in case it shall be impossible or impracticable to reinstate any building on the Holding in accordance with sub-clause (b) above any money received under the policy of insurance shall be divided between the Landlord and the Tenant in proportion to the value at the date of the damage or destruction of their respective interests in that building.

6. ASSIGNMENT AND SUBLETTING

- 6.1
- (a) The Tenant may not assign, sublet, part with possession or share occupation of the Holding or any part of it unless permitted to do so under sub-clauses (b) to (e) below.
 - (b) The Tenant may sublet any dwelling on the Holding (except the main farmhouse) provided that such subletting is by means of an assured shorthold tenancy, notice under paragraph 1 of Schedule 2A of the *Housing Act 1988* having first been served, for a term which will expire before the end of the Term of this Agreement and the Landlord has given written consent in advance (which will not be unreasonably refused).
 - (c) The Tenant may sublet any building on the Holding for a use other than for agriculture provided such subletting is for a term expiring before the end of the fixed Term of this Agreement and is on terms which exclude the application of section 24 to 28 of the *Landlord and Tenant Act 1954* and the Landlord has given written consent in advance (which will not be unreasonably refused).
 - (d) The Tenant may not enter into any partnership, share-farming, contract-farming, management or cropping agreement or any other joint venture entitling any person to share occupation of the Holding unless the Landlord has given written consent not to be unreasonably withheld in advance and in relation to cropping agreements under the following conditions namely:
 - (i) a contract in writing shall be prepared and signed by both parties before the grower enters upon the holding
 - (ii) the contract shall specifically provide that the grower is granted non-exclusive right of occupation and this contract shall not give to the grower any security of tenure
 - (iii) the contract shall not relate to a greater area in any one year than one fifth of the total arable area of the Holding and shall not in any case be for a period exceeding 364 days
 - (iv) no contract shall be entered into which operates during the last year of the tenancy unless the Landlord shall have first given his consent thereto in writing
 - (v) any contract shall be restricted to the growing and harvesting of one crop
 - (e) The Tenant may not let or sell any grass keep or growing crops on the Holding or take in livestock belonging to any other person unless the Landlord has given written consent in advance.
- 6.2 The Tenant will take all lawful steps necessary to ensure that vacant possession of all buildings, cottages or other houses on the Holding is available to the Landlord at the end of the Term

7. ACCESS AND INFORMATION

- 7.1 Subject to any restrictions imposed in the interests of public, plant or animal health, the Tenant will allow the Landlord and any person authorised by the Landlord to have access to the Holding at all reasonable times after giving reasonable notice (except in an emergency) for the purpose of:
- (a) inspecting the condition of the Holding;
 - (b) carrying out any works which the Landlord is obliged or entitled to carry out under this Agreement;
 - (c) carrying out any works to any property belonging to the Landlord which adjoins the Holding;
 - (d) taking soil or water samples; and
 - (e) exercising any of the rights reserved to the Landlord in Schedule 2 of this Agreement.
- In all cases the Landlord shall repair and make good any damage caused to the Holding or pay reasonable compensation for any loss incurred by the Tenant by the exercise of the Landlord's rights of access.
- 7.2 Immediately on becoming aware of any such matter the Tenant must inform the Landlord in writing of any notice, order, direction or other formal document relating to the Holding or to the management of the Holding or which is likely to affect the Landlord's interest in the Holding (including any charge made under the authority of the *Agricultural Credits Act 1928*) and must allow the Landlord or the Landlord's agent to make copies of all relevant documents.
- 7.3 The Tenant will keep proper livestock and cropping records and records of all hay straw silage or other produce burnt on or sold off the Holding and records of all entitlements, contracts and Quota allocated to the Holding (whether alone or with other land occupied by the Tenant) and any other records which the Landlord or any statutory or regulatory body may reasonably require and will permit the Landlord or the Landlord's agent to inspect and take copies of such records.
- 7.4 If the Tenant dies during the Term his or her executors or administrators must give written notice of his or her death to the Landlord within one month of the date of death.
- 7.5 The Tenant will permit the Landlord to hold not more than two viewing days during the last twelve months of the Term when any persons invited by the Landlord may view any part of the Holding.
- 7.6 The Tenant will indemnify the Landlord and any incoming tenant against any liability to persons employed on the Holding arising under the *Transfer of Undertakings (Protection of Employment) Regulations 2006* and costs incurred in connection with such liability.

8. QUITTING THE HOLDING

- 8.1 On quitting the Holding at the end of the Term, if so required by the Landlord, the Tenant must leave properly protected on the Holding the whole of the unconsumed hay, straw and silage and all farmyard manure made on the Holding in the last year of the Term. Provision for compensation for such matters is made in paragraph 2.5 of Schedule 6.
- 8.2 At the end of the Term the Tenant must give up possession of the Holding to the Landlord leaving it tidy and in a condition consistent with the Tenant having complied with all of his or her obligations under this Agreement and having first removed from the Holding any waste materials including tyres, polythene, scrap metal, redundant vehicles or machinery, or other items not reasonably required for the future farming of the Holding.
- 8.3 In the last year of the Term after the Tenant has removed from any part of the Holding the last crop which he intends to grow and harvest, the Tenant will permit the Landlord and any person authorised by him/her to enter and cultivate that part of the Holding.
- 8.4 When the Tenant quits the Holding at the end of the Term the Tenant will pay compensation to the Landlord as provided for in paragraph 4.1 of Schedule 6.

9. OBLIGATIONS OF THE LANDLORD

The Landlord agrees with the Tenant (but not so as to impose any liability on the Landlord after parting with the reversion):

- 9.1 For so long as the Tenant pays the Rent and complies with his or her obligations under this Agreement the Landlord will permit the Tenant to occupy and enjoy the Holding without any interference or disruption by the Landlord or any person acting on the Landlord's behalf or deriving title under the Landlord.
- 9.2 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Landlord to repair:
- (a) the Landlord agrees first to put those parts into a good state of repair, and then to keep them in a good state of repair for as long as the Tenant is entitled to occupy the Holding under this Agreement; and
 - (b) where the item identified relates to the decoration or treatment of any part of the Holding the Landlord agrees to paint, redecorate or treat the relevant part of the Holding whenever necessary and in any case at intervals of not more than seven years in the case of internal items and at intervals of not more than five years in the case of external items, all such work to be carried out to a proper standard using materials of suitable quality.
- 9.3 Where Schedule 4 indicates that the repair of a particular part of the Holding is to be carried out by the Tenant subject to a contribution from the Landlord, the Landlord agrees to pay to the Tenant the specified percentage of the reasonable cost incurred by the Tenant in carrying out the work, such payment to be made on demand following satisfactory completion of the work.
- 9.4 If the Landlord fails to do any work that this Agreement requires him/her to do and the Tenant gives him/her written notice to do it the Landlord agrees:
- (a) to start the work within two months or immediately in the case of an emergency; and
 - (b) to proceed diligently with the work until it is completed; or
 - (c) if the Landlord fails to comply with the notice, to permit the Tenant to do the work and recover the reasonable cost from the Landlord.
- 9.5 The Landlord agrees to keep insured any items identified in Schedule 4 as being the responsibility of the Landlord to insure. Such insurance:
- (a) shall be with a reputable Insurance Company;
 - (b) shall be against loss or damage by fire and such other risks as the Landlord may from time to time reasonably require; and
 - (c) where it relates to buildings on the Holding, and unless otherwise specified in Schedule 4, shall be for an amount equal to their full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament).
- 9.6 Where the Landlord is responsible for insurance the Landlord agrees:
- (a) to produce to the Tenant on demand the policy of insurance maintained by the Landlord and the receipt for the last premium payable for it;
 - (b) to reinstate any building or other item destroyed or damaged by any risk against which the Landlord was required to insure and to cause all money received in respect of such damage or destruction to be expended in carrying out the required reinstatement or replacement; and
 - (c) in case it shall be impossible or impracticable to reinstate any building or item on the Holding in accordance with sub-clause (b) above any money received under the policy of insurance shall be divided between the Landlord and the Tenant in proportion to the value at the date of the damage or destruction of their respective interests in the building or item in question.

- 9.7 Where the Landlord is responsible for insuring against loss of rent, the Rent payable by the Tenant shall be abated by a proportionate amount (to be agreed or determined under Clause 12) following the destruction or damage of any building or other item on the Holding by any risk against which the Landlord is required to insure or has insured, and such abatement shall continue for a period of up to two years ending with the reinstatement or replacement of the building or item.
- 9.8 At the end of the Term when the Tenant quits the Holding the Landlord will pay compensation to the Tenant as provided for in Schedule 6.
- 9.9 To allow the Tenant such early entry and holdover as is provided for in Part 1 and Part 3 of Schedule 9.
- 10. TERMINATION OF THIS AGREEMENT**
- 10.1 Either the Landlord or the Tenant may bring this Agreement to an end at the end of the Term by giving to the other at least twelve months' notice in writing expiring on the Last Day of the Term.
- 10.2 The Tenant may bring this Agreement to an end before the Last Day of the Term by giving to the Landlord at least twelve months' notice in writing expiring on a Break Clause Date.
- 10.3 The Landlord may bring this Agreement to an end before the Last Day of the Term by giving to the Tenant at least twelve months' notice in writing expiring on a Break Clause Date.
- 10.4 If this Agreement does not end on or before the Last Day of the Term it will continue as a tenancy from year to year but either the Landlord or the Tenant may bring it to an end by giving to the other at least twelve months' notice in writing expiring on an anniversary of the Last Day of the Term.
- 10.5 If the Tenant fails to pay the Rent or any part of the Rent for 21 days after it becomes payable on the Rent Days (whether formally demanded or not) or if the Tenant commits any breach of his or her obligations or if a receiving order is made against him/her or if a meeting of his or her creditors is called or if he is adjudicated bankrupt or if the Tenant (being a company) enters into compulsory or voluntary liquidation otherwise than for the purposes of reconstruction or amalgamation or if any distress or execution is levied on the Holding, then in any such case the Landlord shall be entitled (in addition to any other right and after first giving to the tenant one month's prior notice in writing) to re-enter the Holding or any part of it in the name of the whole and bring this Agreement to an end.
- 10.6 The Landlord may recover possession at any time of any part of the Holding (not being greater than one tenth of the total area of the Holding at that time and not including any area in respect of which the Tenant has been given consent for a non-agricultural use) if the Landlord requires that part for any non-agricultural purpose by giving to the Tenant at least 12 months' notice in writing (subject to Clause 10.9). On the expiry of the notice the land to which it relates shall cease to be part of the Holding and the Tenant shall be entitled to an appropriate reduction in rent to be agreed or determined by an arbitrator and to compensation in accordance with Schedule 6 in respect of the land to which the notice relates.
- 10.7 If the Tenant (or the last surviving joint Tenant) dies during the Term either the Landlord or the executors or personal representatives of the Tenant may end this Agreement by giving to the other at least 12 months' notice in writing (subject to Clause 10.9) provided that such notice is given within three months of the date of death of the Tenant or (if given by the Landlord) within three months of the date on which the Landlord is notified in writing of the death of the Tenant.
- 10.8 If the Tenant becomes incapable of managing the Holding because of some permanent physical or mental disability or illness, the Tenant may end this Agreement by giving to the Landlord not less than twelve months' notice in writing (subject to Clause 10.9).

- 10.9 Any notice given under Clause 10.6, 10.7 or 10.8 may expire at any time before the Last Day of the Term, but any notice which is to expire while this Agreement is continuing as a tenancy from year to year after the Last Day of the Term must expire at the end of a year of the tenancy.

11. GUARANTOR'S OBLIGATIONS

- 11.1 If a Guarantor is named in the Particulars and has signed this Agreement then the Guarantor agrees to pay any sum which the Tenant fails to pay to the Landlord and to compensate the Landlord for any loss suffered by the Landlord as a result of any failure by the Tenant to comply with his or her obligations under this Agreement. The Guarantor's obligation will remain in force even if the Landlord allows the Tenant extra time to comply with his or her obligations or does not insist on strict compliance by the Tenant with his or her obligations under this Agreement.

12. RESOLUTION OF DISPUTES

- 12.1 Subject to Clause 12.7 below any dispute between the Landlord and the Tenant concerning their rights or obligations under this Agreement or in relation to the Holding shall be determined either by an independent expert appointed under Clause 12.2 below or, if no independent expert is appointed, by an arbitrator appointed under Clauses 12.3 or 12.4 below.
- 12.2 After a dispute has arisen the Landlord and the Tenant may agree in writing to refer the dispute to an independent expert whose decision shall be final and binding on them. The procedure to be adopted by the independent expert (including liability for costs) shall be determined by him/her but shall include an opportunity for the parties to state their case either orally or in writing as the independent expert may direct.
- 12.3 If the Landlord and the Tenant do not agree to refer the dispute to an independent expert either party may give to the other a notice in writing specifying the dispute and requesting that agreement be reached on the identity of an arbitrator to be appointed to determine the dispute.
- 12.4 If no arbitrator has been appointed by agreement within two months of a notice under Clause 12.3 above then either the Landlord or the Tenant may apply to the President of the Royal Institution of Chartered Surveyors (RICS) for the appointment of an arbitrator by him.
- 12.5 If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another in his or her place by agreement or alternatively either party may apply to the RICS President for the appointment of a new arbitrator.
- 12.6 Any arbitration under this Agreement shall be conducted in accordance with the Arbitration Act 1996.
- 12.7 This Clause 12 will apply to all disputes between the Landlord and the Tenant except disputes falling within paragraph 2.3 of Schedule 3 (Rent Review) or paragraphs 2.6 or 5.3 of Schedule 6 (consent for improvements and compensation).

13. ADDITIONAL MATTERS

- 13.1 The rules relating to the service of notices contained in Section 36 of the *Agricultural Tenancies Act 1995* apply to any notice given under this Agreement so that any notice can be given to a person by delivering it to him/her or leaving it at his or her proper address or sending it to his or her proper address by any recorded delivery service. No notice given by fax or by other electronic means will be valid unless a copy of the notice is also sent by post or delivered to the proper address of the recipient within seven days.
- 13.2 Either party may serve any notice (including any notice in proceedings) on the other at the address given in the Particulars or such other address as has previously been notified in writing.

- 13.3 The provisions of Schedule 5 of this Agreement shall apply in relation to entitlements and quotas under the Common Agricultural Policy of the European Union, which are available at the date of this Lease or at any time during the Term.
- (a) 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 shall from the beginning of the tenancy be as quantified and recorded in Schedule 5 and in the absence of express provision shall be deemed to belong to the Tenant.
- 13.4 (a) This Clause Has Been Deleted
(b) This Clause Has Been Deleted
- 13.5 Each party shall bear their own costs of the preparation, approval and completion of this Agreement. The Tenant shall be responsible for submitting the Stamp Duty Land Tax return and for the payment of any Stamp Duty Land Tax payable in respect of this Agreement.
- 13.6 If this Agreement is for a term of more than seven years the Tenant shall register it under the *Land Registration Act 2002*, and the Landlord shall provide such information as the Tenant reasonably requires but shall not be obliged to do more than is necessary to enable the Tenant to register the Agreement with good leasehold title.
- 13.7 No person shall be entitled to rights under this Agreement by virtue of section 1 of the *Contracts (Rights of Third Parties) Act 1999*.
- 13.8 If either party suffers loss or is put to expense as a result of a breach of any obligation imposed by this Agreement on the other, he or she shall be entitled to be compensated by the other for that loss or expense.
- 13.9 This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding.
- 13.10 The parties confirm that there is no Agreement for Lease to which this Agreement gives effect.
- 13.11 The Landlord and Tenant:
- (a) certify that before executing this lease the Landlord and the Tenant each served notices on the other in accordance with section 1(4) of the Agricultural Tenancies Act 1995; and
- (b) confirm that it is intended that the Tenancy shall be and remain a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995.
- 13.12 Redundant Buildings
- The buildings or other fixtures included or deemed to be included in Schedule 7 are to be treated as redundant which means that (save as provided in this clause) neither the Landlord nor the Tenant are required to maintain repair or insure (except against employer's or public liability risks) such buildings or fixtures and the parties shall be relieved from any antecedent breach of any such obligations relating to such buildings or fixtures
- (a) those buildings or fixtures are to be disregarded for all purposes of this agreement save to the extent that they fail to be considered at rent review when they shall be treated as not existing
- (b) the Landlord has the right at any time at his own expense to enter and repair those buildings or fixtures or remove them

- (c) In default of agreement either party shall be entitled on giving one month's notice in writing to the other to refer the question as to whether any other building or fixture is redundant to the proper requirements of the Holding to an expert appointed in accordance with this agreement and if it is agreed or if the expert awards that such building or other fixture is to be treated as redundant then as from the date of such agreement or award (as the case may be) the building shall be deemed to be included in Schedule 1

13.13 Tenant's Fixtures

- (a) The fixtures and fittings specified in Schedule 10 are fixtures belonging to the Tenant in respect of which the Act applies
- (b) The Landlord acting reasonably reserves the right to request the Tenant to remove any fixture on the holding prior to the termination of this tenancy and to make good to Landlords' satisfaction.

THE COMMON SEAL of **NORFOLK**
COUNTY COUNCIL was hereunto
Affixed but not delivered until the
date hereof in the presence of:-

)
)
)
)
)

Chief Legal Officer

SIGNED as a deed by the Tenant

)

Tenant's date of birth:-

in the presence of
Witness' signature

)

Witness's name

)

Witness' address

)

Witness' occupation

)

SPECIMEN AGREEMENT

SCHEDULE 1

THE HOLDING (coloured pink on the attached plan)

[illegible]

SCHEDULE 2

PART 1: RIGHTS RESERVED BY THE LANDLORD

The Landlord excepts and reserves the rights listed below. In all cases the Landlord may exercise the right personally or may authorise any other person to exercise them. In all cases the Landlord will repair and make good any damage caused by the exercise of his or her rights and will pay reasonable compensation for any loss or damage caused by the exercise of these rights.

1. The exclusive right to all timber and other trees (except fruit trees) underwood pollards and saplings on the Holding, together with the right to mark, fell, cut, process, extract and remove such timber and trees.
2. The exclusive right to all mines, minerals, quarries, stones, sand, brickearth, clay, gravel, turf, petroleum and its relative hydrocarbons and all other gases and minerals on or under the Holding.
3. The exclusive right to all treasures or archaeological artefacts discovered on the Holding.

4. The right to use any existing and to create any new roads, tracks or paths on the Holding reasonably required to gain access to other property belonging to the Landlord (subject to making a reasonable contribution towards the cost of maintaining such roads tracks or paths).
5. The right to lay or maintain across the Holding such pipes drains conduits cables wires or other conducting media as are reasonably required for the benefit of any other land belonging to the Landlord or for the exercise of any of the rights reserved.
6. The exclusive right to grant any wayleave, easement or licence to any person and the benefit of all existing and future agreements entered into by the Landlord and all rents and other money payable under them.
7. The exclusive right to erect wind turbines or solar arrays on the Holding.
8. The right to go onto the Holding to kill and take away any rabbits hares mink wood pigeons and other pests subject to the *Ground Game Act 1880* and the *Ground Game (Amendment) Act 1906*.
9. The right (subject to the provisions of any statutory powers) to take water from any stream, spring or other source of supply on or beneath the Holding provided sufficient water is left for the Tenant's reasonable use of the Holding.
10. The exclusive right to all game, deer, wildfowl, woodcock, snipe and other wild birds listed in Part I of Schedule 2 of the *Wildlife and Countryside Act 1981* (including their nests and eggs), and fish together with the right to go on to the Holding to rear, preserve, shoot or kill all such creatures and to hunt, shoot, hawk, sport or fish on or over the Holding
11. The holdover rights reserved in Part 2 of Schedule 9.

PART 2: RIGHTS GRANTED BY THE LANDLORD FOR THE BENEFIT OF THE HOLDING

The Landlord grants the rights listed below for the benefit of the Holding. In all cases the Tenant may exercise the right personally or may authorise any other person to exercise them. In all cases the Tenant will repair and make good any damage caused by the exercise of the rights and will pay reasonable compensation for any loss or damage caused by the exercise of these rights.

[List any easements or other rights granted by the Landlord to the Tenant over land belonging to the Landlord not comprised in the Holding, i.e. rights of way, etc.]

1. A right of way at all times and for all purposes over the roadway (if any) shown as a broken brown line on the plan attached to this agreement.

SCHEDULE 3

RENT REVIEW

RENT REVIEW IN ACCORDANCE WITH PART II, AGRICULTURAL TENANCIES ACT 1995

1. The Rent shall be subject to review as provided by Part II of the *Agricultural Tenancies Act 1995*; the intervals between reviews will be not less than three years and will be ascertained in accordance with section 10(6) thereof

SCHEDULE 4

ALLOCATION OF REPAIRING AND INSURING RESPONSIBILITIES

NOTE: The Schedule should be completed to identify those parts of the Holding that it is intended the Landlord should repair or insure and those parts the Tenant should repair or insure. Alternatively the Schedule may be completed in such a way as to indicate that one party is to carry out the repairs required to a particular item with the other party agreeing to pay a specified proportion of the cost. If any part of the Holding is not identified or written in to this Schedule or where this Schedule does not allocate responsibility to either party for completing the work it will be the responsibility of the Tenant to repair and insure it.

(a) Repair and maintenance of dwellings (where applicable)

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

b) Repair and maintenance of other buildings and fixed equipment (where applicable)

Item	Tenant	Landlord
Roofs including chimneys		X
Structural frames and walls		X
Cladding and doors		X
Floors		X
Gates	X	
Windows	X	
Staircases and fixed ladders		X
Gutters and downpipes	X	
Electrical installations and fittings		X
Water supplies and fittings	X	
Foul drainage facilities	X	
Fixtures and fittings	X	
External decorations and treatments	X	
Internal decorations and treatments	X	
Timber and other infestations		X

c) Repair and maintenance of external works and services

Item	Tenant	Landlord
Rainwater drainage systems – above ground	X	
Rainwater drainage systems - below ground	X	
Foul drainage systems - above ground	X	
Foul drainage systems - below ground	X	
Sewage disposal systems	X	
Slurry systems	X	
Water supply systems - above ground	X	
Water supply systems - below ground	X	
Electrical supply systems		X
Gas supply systems	X	
Garden walls and fences	X	
Yard walls fences and gates	X	
Roads and yards- concrete/ tarmac		X
Roads and yards hardcore		
Labour	X	
Materials		X
Cattle grids	X	
Field gates and posts	X	
Culverts up to 1.0m internal diameter	X	
Culverts over 1.0m diameter and bridges		X
Field drains ditches and associated works	X	
Field boundaries	X	
Watercourses reservoirs ponds and associated systems		X
Signs and notices erected by the landlord		X

d) Insurance

Unless a different basis of insurance is indicated in the table below, buildings are to be insured to their full reinstatement value (including professional fees, VAT and associated costs) and not to their modern replacement value. If a different basis of insurance is agreed for different buildings or pieces of equipment or machinery, the table should be modified to record that agreement.

Item	TENANT	LANDLORD	BASIS
Dwellings		X	
Other buildings		X	
Landlord's fixed equipment plant and machinery		X	

Loss of rent for a period of 2 years		X	
--------------------------------------	--	----------	--

SCHEDULE 5

ENTITLEMENTS, CONTRACTS AND QUOTAS

1. In this Schedule:

“Entitlement Scheme” means any statutory scheme of entitlements, allocations, quotas or support payments within the scope of the Common Agricultural Policy of the European Union or within United Kingdom domestic legislation which affects the right of any person to produce or deal in any agricultural commodity or which entitles any person to receive any payment, subsidy or guaranteed price in respect of the produce of agricultural land or the occupation or management of agricultural land and includes the Basic Payment Scheme and any replacement thereof.

“Entitlement” refers to any entitlement, allocation, quota or other benefit under an Entitlement Scheme.

2. The expression ‘Tenant’s Entitlements’ means any Entitlement acquired by the Tenant at his or her own expense and which is registered or held in the name of the Tenant or in the name of a partnership of which the Tenant is a partner or a company of which the Tenant is a member or to which such partnership or company is entitled.

3. The expression ‘Landlord’s Entitlements’ means any Entitlement allocated to, or in respect of, the Holding under any Entitlement Scheme or made available to the Tenant by the Landlord or a previous tenant other than Tenant’s Entitlements.

4. At the commencement of this Agreement:

- (a) the Landlord’s Entitlements comprise the following: **NONE**
- (b) the Tenant’s Entitlements comprise the following: **THOSE SUCH THAT THE TENANT HAS ACQUIRED.**

5. This part of this Schedule is intended by the parties to apply to any Entitlement Scheme existing at the commencement of this Agreement and to any Entitlement Scheme introduced during the Term, with the intent that the following principles will be applied to any such scheme irrespective of its detailed conditions, rules or procedures:

- (a) Any further Entitlements available to be acquired on the basis of the existence of the Entitlements referred to in paragraph 4(a) will be Landlord’s Entitlements, and all further Entitlements available to be acquired on the basis of the existence of the Entitlements referred to in paragraph 4(b) will be Tenant’s Entitlements.
- (b) Save as to Entitlements within the scope of paragraph (a), all further Entitlements available to be acquired on the basis of the history of occupation of the Holding or the activation of Entitlements by the occupier of the Holding before the commencement of this Agreement, and any Entitlements available to be acquired without payment on the basis of the occupation or management of the Holding after the commencement of this Agreement will be acquired and will be Landlord’s Entitlements.
- (c) The Landlord has the right at his or her own expense to acquire for the benefit of the Holding any further Entitlements which he or she reasonably considers necessary for the profitable farming of the Holding, and the Tenant will cooperate by taking all steps reasonably required under the rules of any Entitlement Scheme to secure and retain such Entitlements for the benefit of the Holding. Such Entitlements will be Landlord’s Entitlements.
- (d) If, because of the acquisition of further Entitlements at the Landlord’s expense, it is reasonable for the Rent of the Holding to be increased sooner than the next rent review under Schedule 3, the parties will seek to agree the amount of any reasonable increase to reflect the acquisition of further Entitlements only, and in default of agreement the amount of such increase will be determined under Clause 12 and will be added to the Rent payable until the next rent review under Schedule 3, or until the end of the Term if no such review takes place.
- (e) All Landlord’s Entitlements will be made available to the Tenant throughout the Term.
- (f) No Landlord’s Entitlements will be disposed of by the Tenant during the term and all Landlord’s Entitlements will be returned to the Landlord at the end of the Term.
- (g) The Tenant will be free to acquire and dispose of any Tenant’s Entitlements during the Term and to retain them for his or her own benefit at the end of the Term.

6. For the purposes of Section 17(1) of the *Agricultural Tenancies Act 1995* the Landlord consents to the acquisition of Tenant's Entitlements by the Tenant during the Term.
7. The Landlord and the Tenant mutually agree that each of them:
- (a) Will use his or her best endeavours on the introduction of any new Entitlement Scheme to secure the allocation of the maximum number of Entitlements available to the occupier of the Holding.
 - (b) Will comply with the requirements of any Entitlement Scheme necessary to retain the Landlord's Entitlements for the benefit of the occupier of the Holding.
 - (c) Will comply with any statutory or regulatory requirements applicable to him/her regarding Entitlements (including but not limited to active farming, greening, cross-compliance, environmental and production requirements) and will not allow any Entitlements belonging to the other to lapse or be reduced or confiscated through any failure of his or her to comply with such requirements.
 - (d) Will supply to the other on request copies of any documents in connection with any application or claim for Entitlements.
 - (e) At the termination of this Agreement (including so far as may be necessary after the expiry of this Agreement) to take all necessary steps to:
 - (i) secure the transfer of the Landlord's Entitlements to the Landlord or to such other person(s) as the Landlord may direct, and
 - (ii) enable the Tenant to retain all Tenant's Entitlements for his or her own benefit.
8. If, after the commencement of any Entitlement Scheme, it becomes possible to obtain a further allocation of Entitlements under that Scheme (or any modification of that Scheme) the obligations in this Part of this Schedule shall apply in relation to such Entitlements.
9. The Tenant agrees with the Landlord:
- (a) Not to set aside more of the Holding than the minimum necessary to satisfy any set aside condition of an Entitlement Scheme.
 - (b) Not without the Landlord's prior written consent to do anything which might have the effect of transferring Landlord's Entitlements to anyone other than an incoming occupier of the Holding on termination of this Agreement.
 - (c) To notify the Landlord in writing within fourteen days of acquiring any Tenant's Entitlements providing full details of the nature, amount and cost of the Tenant's Entitlements acquired.
 - (d) To claim against the Entitlements in accordance with all applicable rules and regulations so as to ensure that neither the Entitlements nor any part thereof are lost or taken away either temporarily or permanently.
 - (e) Not to lend, lease, charge or otherwise dispose of the Entitlements.
 - (f) To provide the Landlord with any information reasonably requested by the Landlord concerning the Entitlements (including but not limited to any farming or other activities of the Tenant on the Holding or elsewhere).
 - (g) If reasonably requested to do so by the Landlord, to agree with the Landlord in advance the content of any forms, submissions or information relating to the Entitlements or any claims thereunder which are to be submitted to any statutory authority involved with the administration of the Entitlements.
 - (h) The provisions of this clause 5.4 shall remain in effect after the expiry of this agreement so far as they remain capable of being performed and so far as may be necessary and appropriate.
10. In the final year of the Term the Landlord and the Tenant will agree (or failing agreement will have determined under Clause 12) the content and submission of claims for the allocation or transfer of Entitlements or payment under any applicable Entitlement Scheme to avoid any prejudice to the right of the Incoming occupier to receive payment under such Entitlement Scheme in the first year of his or her occupation of the Holding.
11. If at the end of the Term the amount or quality of Landlord's Entitlements transferred to the Landlord is less than the amount or quality of the Landlord's Entitlements specified in paragraph 4 above plus any further Landlord Entitlements referable to paragraphs 5(a), (b) or (c) above (subject to adjustment on account of mandatory cuts or increases) the Tenant shall pay to the Landlord the cost of acquiring sufficient Entitlements of comparable quality to restore the Landlord's Entitlements and shall compensate the Landlord for any other loss suffered as a result of the reduction of the Landlord's Entitlements.
12. If at the end of the Term the Tenant is prevented for any reason from retaining any Tenant's Entitlements for his or her own benefit and such Entitlements are acquired for the benefit of the Landlord or another occupier of the Holding, the Landlord shall pay compensation to the Tenant equal to the market value of the Entitlements so acquired.

SPECIMEN AGREEMENT

SCHEDULE 6

PART 1 – COMPENSATION ON TERMINATION

1. In this schedule 'Tenant's Improvement' means:
- (a) any physical improvement made on the Holding by the Tenant by his or her own efforts or wholly or partly at his or her own expense;
 - (b) any intangible advantage obtained for the Holding by the Tenant by his or her own effort or wholly or partly at his or her own expense and which becomes attached to the Holding; or
 - (c) any such physical improvement or intangible advantage made or obtained by a previous tenant of the Holding, or of land comprised in the Holding, and for which the Tenant made an ingoing payment under Clause 3.5(a) of this Agreement.
- 2.1 At the end of the tenancy the Tenant shall be entitled, on quitting the Holding, to receive compensation in accordance with this Schedule in respect of any Tenant's Improvement provided during this tenancy, and, unless compensation has previously been paid for them, for any Tenant's Improvement provided by the Tenant during any earlier tenancy.
- 2.2 The Tenant will not be entitled to compensation for any physical improvement removed from the Holding at the end of this Agreement or any intangible advantage which does not remain attached to the Holding at the end of this Agreement.
- 2.3 In the case of any Tenant's Improvement which does not consist of planning permission the Tenant will not be entitled to compensation unless the Landlord has given consent in writing to the provision of the Tenant's Improvement.
- 2.4 In the case of any Tenant's Improvement which consists of planning permission the Tenant will not be entitled to compensation unless the following conditions are satisfied:
- (a) the Landlord has given consent in writing to the making of the application for planning permission;
 - (b) such consent is expressed to be given either for the purposes of enabling the Tenant lawfully to provide by his or her own effort or wholly or partly at his or her own expense a specified physical improvement on the Holding, or for the purpose of enabling the Tenant lawfully to effect a specified change of use; and
 - (c) on the termination of this Agreement the specified physical improvement has not been completed or the specified change of use has not been affected.
- 2.5 The Tenant will be entitled to compensation for severed crops, unconsumed hay, straw and silage and farmyard manure left on the Holding after the termination of this Agreement if he or she has been required to leave them on the Holding by notice in writing given by the Landlord, and in any case where such notice is given compensation shall be payable equal to the market value of the items to which the notice relates.
- 2.6 If the Landlord refuses or fails to give consent to any Tenant's Improvement following a request by the Tenant, or offers to give consent only on conditions unacceptable to the Tenant, the Tenant may give notice in writing to the Landlord requiring that the question be referred to arbitration under Section 19 of the *Agricultural Tenancies Act 1995*.
- 2.7 Approval for a Tenant's Improvement given by an arbitrator shall have effect as if it were the consent of the Landlord.
- 2.8 The Tenant's Improvements specified in Part 2 of this Schedule (if any) shall be deemed to have been the subject of consent in writing given by the Landlord to the Tenant and the Tenant shall be entitled to compensation for such matters although no further consent has been given for them after the start of this Agreement.

- 3.1** The compensation payable to the Tenant for any Tenant's Improvement which does not consist of planning permission shall be the lesser of:
- (a) any amount agreed by the parties in writing as the maximum sum which shall be payable as compensation in respect of the improvement;
 - (b) the cost to the tenant of making the improvement, where the parties agree in writing that such cost shall be the maximum sum which shall be payable as compensation in respect of the improvement; or
 - (c) (subject to paragraphs 3.2 and 3.3 below) the increase attributable to the improvement in the value of the Holding at the termination of this Agreement as land comprised in a tenancy.
- 3.2** Where the Landlord and the Tenant have entered into an agreement in writing whereby any benefit is given or allowed to the Tenant in consideration of the provision of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement in accordance with paragraph 3.1(c) above shall be reduced by the proportion which the value of the benefit bears to the total cost of providing the improvement.
- 3.3** Where a grant has been made or will be made to the Tenant out of public money in respect of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement in accordance with paragraph 3.1(c) above shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.
- 3.4** The amount of compensation payable to the Tenant for any Tenant's Improvement which consists of planning permission shall be equal to the increase in the value of the Holding at the termination of this Agreement as land comprised in a tenancy attributable to the fact that the physical improvement or change of use specified in the Landlord's consent referred to in paragraph 2.4(b) above is authorised by the planning permission.
- 3.5** Where the Landlord and the Tenant have entered into an agreement in writing whereby any benefit is given or allowed to the Tenant in consideration of the obtaining of planning permission by the Tenant, the amount of compensation otherwise payable in respect of that permission shall be reduced by the proportion which the value of the benefit bears to the total cost of obtaining the permission.
- 4.1** On the termination of this Agreement the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his or her 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.
- 5.1** If not agreed between the Landlord and the Tenant any claim by either party for compensation for any matter falling within this Schedule shall be determined by arbitration under this Schedule.
- 5.2** If either party wishes to claim compensation in respect of any matter falling within this Schedule he or she shall give notice in writing to the other party of his or her intention to make the claim and of the nature of the claim, such notice to be given before the end of the period of two months beginning with the date of termination of this Agreement.
- 5.3** Not earlier than four months after the termination of this Agreement either party may apply to the RICS President for the appointment of a suitably qualified person to act as arbitrator to determine any claim for compensation which has not previously been either settled or referred to arbitration by agreement.
- 5.4** If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another arbitrator in his or her place by agreement or alternatively either party may apply to the RICS President for the appointment of a new arbitrator.

- 5.5** Where the Tenant lawfully remains in occupation of part of the Holding after the termination of this tenancy, references in paragraphs 2.5, 5.2 and 5.3 above to the termination of this tenancy shall, in the case of a claim for compensation relating to that part of the Holding, be construed as references to the termination of the Tenant's occupation of that part.

PART 2 – IMPROVEMENTS FOR WHICH LANDLORD'S CONSENT IS HEREBY GIVEN

Any act of husbandry or physical improvement to the Holding made in the normal course of farming, but excluding:

- (a) the provision or improvement of any building or structure or any equipment;
- (b) any act of husbandry or physical improvement contrary to the schedule of cropping agreed for the final year of the term in accordance with Clause 4.2(g).

SPECIMEN AGREEMENT

SCHEDULE 7

REDUNDANT BUILDINGS AND FIXED EQUIPMENT

The following buildings or other items of fixed equipment are agreed to be redundant in accordance with Clause 13.12.

None at the commencement of the tenancy or

1. [List redundant buildings and fixed equipment]

SCHEDULE 8

PART 1 – GOOD HUSBANDRY

The provisions relating to good husbandry referred to in Clause 4.2(a) are as follows.

1. Taking into account the terms of this Agreement, the character and situation of the Holding and all relevant circumstances, the Tenant will maintain a reasonable standard of husbandry both in terms of the system of farming and the quantity and quality of produce, and at the same time will keep the Holding in good agricultural condition to enable such a standard to be maintained in the future.
2. In considering whether the standard of husbandry achieved by the Tenant is reasonable, regard will be had to the extent to which:
 - (a) the Tenant's farming practices keep the soil, sub-soil and natural and other drainage systems in good condition having regard to the DEFRA Codes of Good Agricultural Practice;
 - (b) grassland is being kept properly mown or grazed, free from pernicious weeds and maintained at an appropriate level of fertility;
 - (c) arable land is being cropped in such a way as to maintain the land clean and in an appropriate state of cultivation and fertility;
 - (d) the Holding is properly stocked (where the system of farming practised requires the keeping of livestock) and an efficient standard of management of livestock is maintained including compliance with current farm animal welfare standards;
 - (e) the necessary steps are being taken for the protection and preservation of crops which have been harvested or lifted or which are in the process of being harvested or lifted;
 - (f) the necessary work of maintenance and repairs is being carried out; and
 - (g) the storage, use and disposal of fuel oil, effluents, manures, slurries, inorganic fertilisers and pesticides complies with the DEFRA Codes of Good Agricultural Practice for the Protection of Water, Soil and Air;
 - (h) any chemicals used on the farm minimise damage to wildlife and are handled and applied in accordance with the COSHH Regulations and the Food and Environment Act Pesticide Codes.
 - (i) watercourses, ponds, marshy areas and other wetland features are conserved and any maintenance work required is undertaken on a rotational basis in autumn and winter only and all watercourses specified in Part 2 of this Schedule are protected by maintaining an uncultivated strip alongside;
 - (j) hedgerows are maintained in good heart and condition and trimmed as late in the year as possible in accordance with any specific provision as to height, width, frequency of cutting or other details specified in Part 2 of this Schedule;
 - (k) care is taken to keep pesticides, fertiliser, slurry and farmyard manure away from field boundaries and watercourses;
 - (l) the Holding is maintained in the condition required by any Entitlement Scheme (as defined in Part 2 of Schedule 5);
 - (m) any additional terms relating to conservation, cultivation or management included in Part 2 of this Schedule are being complied with;

- (n) the Tenant ensures that farm staff and contractors are aware of the husbandry standards required and adopt recommended practices.

PART 2 – Additional terms relating to conservation, cultivation and management

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

1. When so required by the Landlord and at the joint and equal expense of the Landlord and the Tenant to have taken a proper analysis of the soil of the Holding (or of such part of it as may be specified by the Landlord) or such other body as the Landlord may specify if a proper analysis has not been undertaken at the Tenant's expense in a reasonable period of time prior to the Landlord's request
2. The Tenant is to use his best endeavours to protect from damage any trees coppice wood or underwood growing on the Holding and in particular:
 - (a) not to cut down cut top or lop or drive nails into or otherwise injure trees growing on the Holding.
 - (b) not to cut any tellars whether growing from stools or otherwise without the consent in writing of the Landlord.
 - (c) to protect all trees from damage by livestock machinery or otherwise howsoever.
 - (d) to protect in-field trees of a diameter greater than 30cm at breast height including trees forming part of a remnant boundary feature by:
 - (i) creating a protected area under the canopy of the tree and the area extending two metres beyond the edge of the canopy or dripline and not carrying out any cultivations supplementary feeding of stock storage of materials or machinery and weed control other than spot treatment.
 - (ii) leaving fallen timber in situ within the protected area.
 - (e) to protect hedgerow trees of a diameter greater than 30cm at breast height by leaving a minimum protection area of two metres measured off the field face of the trunk.
 - (f) not without the Landlord's consent in writing to plant with trees any area of the Holding not so planted at the commencement of the Tenancy.
3. Not to grow on the same land during any period as specified below more than one crop as specified below:

Period	Crop
10 years	Bulbs
3 years	Sugar Beet
4 years	Potatoes
5 years	Carrots
5 years	Onions

4. [Insert additional terms, if any]

SCHEDULE 9

EARLY ENTRY AND HOLDOVER

PART 1 – Early entry for the tenant under Clause 9.9

The Tenant may have early entry for cultivation on any stubbles after harvest.

PART 2 – Holdover by the preceding occupier under Schedule 2 Part 1 Clause 11

1. Crops in Store and Unharvested Crops

Where at the commencement of this agreement, arable crops produced on the Holding by its immediately previous occupier are still to be harvested or are in store in buildings clamps or pads on the Holding the Tenant shall permit that person to continue to have access to fields for the husbandry and harvest of those crops and have access to and use those buildings clamps or pads for drying storing and removing that produce until the Holdover Dates specified below or the date when all such crops have been removed from the Holding whichever is the earlier.

- (a) **Sugar Beet Holdover Dates:** remove sugar beet from the land or form them into clamps on the holding up to 20 December and to remove the crop from the holding up to 28 February
- (b) **Potatoes Holdover Dates:** remove potatoes from the land or form them into clamps on the holding up to 1 December and to remove from the holding up to 1 April
- (c) **Other Root Crops Holdover Dates:** remove any other root crop (except feeding roots) from the holding up to 31 January

- 2. 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.
- 3. 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 9.9

1. Crops in Store and Unharvested Crops

Where on the expiry of this agreement, arable crops produced on the Holding by the Tenant are still to be harvested or are in store in buildings clamps or pads on the Holding the Landlord shall permit the Tenant to continue to have access to fields for the husbandry and harvest of those crops and have access to and use those buildings clamps or pads for drying storing and removing that produce until the Holdover Dates specified under 1 (a) to (c) above or the date when all such crops have been removed from the Holding whichever is the earlier.

- 2. The Tenant shall be liable for any repairs to the buildings or equipment in them caused by his use under this holdover and shall reimburse the Landlord for any costs that arise from this holdover whether for electricity or any other cause.

SCHEDULE 10

TENANT'S FIXTURES

(Coloured Blue on the attached plans)

The Tenant AGREES to maintain the fixtures and carry out external redecorations at intervals not exceeding five years in accordance with Clause 13.13.

None at the commencement of the tenancy or

- 1. [List tenants fixtures]

SPECIMEN AGREEMENT