

**Notice to Landlord/Tenant of Farm Business Tenancy**

**AGRICULTURAL TENANCIES ACT 1995**

**NOTICE PURSUANT TO SECTION 1(4)**

**TO: LANDLORD**            **The County of Herefordshire District Council**  
**4 Commercial Road,**  
**Hereford,**  
**HR1 2BB**

**TO: TENANT**            **[Tenant's Name and Address]**

**RE: THE HOLDING**    **[Holding Name and Address]**

**COMMENCEMENT DATE:**

**I GIVE YOU NOTICE** pursuant to the Agricultural Tenancies Act 1995 s1(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 be primarily or wholly agricultural

**Signed** .....  
(Landlord/Authorised Agent for Landlord)

**Signed** .....  
(Tenant/Authorised Agent for Tenant)

**Dated** .....

**DATED \_\_\_\_\_ 2005**

**THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL**

**LANDLORD**

**-and-**

**TENANT**

**TENANCY AGREEMENT UNDER**  
**AGRICULTURAL TENANCIES ACT 1995**

**relating to [Buchanan Trust/County of Herefordshire District  
Council] Holding No. [Holding Number]**

**at [Holding Name]**

**in the Parish of [Parish]**

**in the County of Herefordshire**

**AN AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand and \_\_\_\_\_ **B E T W E E N THE COUNTY OF**  
**HEREFORDSHIRE DISTRICT COUNCIL** of Franklin House, 4 Commercial  
Road, Hereford, HR1 2BB (hereinafter called "the Landlord" which expression  
where the context admits includes the persons deriving title under it) of the  
first part and **[Tenant's Name]** of **[Tenant's Address]** (hereinafter called  
"The Tenant" which expression where the context admits includes the  
persons deriving title under him) of the second part

**WHEREBY IT IS AGREED** as follows:-

Term and Rent

- I. **THE** Landlord lets to the Tenant **ALL THOSE** pieces of agricultural land with the dwellinghouse and buildings (if any) thereon containing **[Area in Acres]** acres (**[Area in Hectares]** hectares) or thereabouts situate in the Parish of **[Parish Name]** in the County of Herefordshire being the holding numbered **[Holding Number]** in the list of smallholdings kept by the Landlord (hereinafter called "the Holding") and more particularly described in the First Schedule hereto and delineated on Plan 1 and thereon edged (red) together with a right of way at all times by day and by night and for all purposes required for the permitted use of the Holding (in common with the Landlord and all persons who now have or may hereafter have a right of way) on foot with animals and vehicles over the road and tracks coloured (brown) Plan 1 (if any) **and EXCEPT AND RESERVED** to the Landlord as hereinafter mentioned from the **[Commencement Date e.g. 1<sup>st</sup> day of July two thousand and six]** (the commencement date) for a term of **[Term in Years]** YEARS at (i) a yearly rent of **[Rent in Words]**

**(£[Rent in Figures]) [Set out payment Regime e.g. to be paid in advance by equal monthly payments]** the first payment to be made on the date hereof for the period from the commencement date up to the **[Date of Second Payment of Rent]** and such sums to be payable within 28 days of the date due (ii) by way of additional rent sums due under Clause III (5). Any obligation to pay money refers to a sum exclusive of VAT and any VAT charged on it is payable in addition.

Exceptions  
and  
Reservations

II. THE exceptions and reservations to the Landlord hereinbefore referred to are as follows:-

Timber

(1) All timber and other trees pollards saplings stocks and underwood with power for the Landlord and all persons duly authorised by them to mark fell cut and remove the same doing as little damage as possible and paying to the Tenant reasonable compensation for any damage actually done

Minerals

(2) All mines and minerals quarries beds of stone gravel sand chalk flint peat and turf and clay and petroleum gases and related hydrocarbons (with liberty however for the Tenant to use such stones as are on the surface of the land for repairing the roads and paving on the Holding but not for sale) with power for the Landlord and all persons authorised by it to enter upon the Holding or any part thereof and to search for work and remove the same (with power to let down the surface and any buildings erected or to be erected thereon in the exercise of the foresaid liberties) making to the Tenant reasonable

compensation for damage thereby done to the surface buildings or crops and an abatement of rent in respect of surface land of which the Tenant may be deprived by reason of the exercise of such liberties as aforesaid

- |                                      |     |   |
|--------------------------------------|-----|---|
| Water                                | (3) | All springs of water with power for the Landlord and any person authorised by it to take and carry away water therefrom by means of pipes or otherwise (provided that sufficient water be left for the Tenant for domestic and agricultural purposes)   |
| Archaeological and similar artefacts | (4) | The right to the ownership of all archaeological and similar artefacts discovered at the Holding by the Tenant or any other person  |
| Rights of Way                        | (5) | A right of way for the Landlord and all persons authorised by the Landlord at all times by day and by night and for all purposes on foot and with animals and vehicles over the roads and tracks coloured (blue) on Plan1.  |
| Existing Wayleave                    | (6) | The benefit of all wayleave or similar agreements existing at the date of this lease and all rents and other monies due to the Landlord thereunder and the power to enter on the holding and carry out at the Landlord's cost anything required to be done thereunder by the Landlord the Landlord allowing the Tenant that proportion due to it for interference with cultivations   |
| Creation of new Wayleaves            | (7) | The right for the Landlord to grant any wayleave contract easement or licence to any public or local authority or public utility company or other company or persons with the right to authorise servants and agents of such parties with or without vehicles animals machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord within a reasonable time from the occurrence of the damage) together with the |

benefit of all such contracts agreements for easements or licences and all rents and any other payments reserved.

- (8) The right for the Landlord and all persons authorised by him with or without vehicles animals machinery and plant to enter on any part of the Holding at all reasonable times:
- (i) To inspect the state of repair of the Holding;
  - (ii) to inspect or to gain access to or carry out any works to any neighbouring land of the Landlord
  - (iii) for the purposes referred to in this Clause II
  - (iv) for all other reasonable purposes

Tenant's  
covenants  
Rent

**III. THE Tenant HEREBY AGREES** with the landlord as follows:-

- (1) To pay the rents hereby reserved at the times and in the manner aforesaid **TOGETHER WITH** by way of additional rent interest at a rate of 6% above the base rate of HSBC Bank plc for the time being in force on any instalment of rent or part thereof from time to time unpaid more than seven days after the same shall be due for payment

Rates and  
Taxes

- (2) To pay all rates and taxes relating to the Holding except as provided in Clause IV(1)

Ingoing  
Valuation

- (3) To pay to the Landlord when demanded:-
- (i) Any sum paid or payable by the Landlord to an outgoing tenant of the Holding (other than compensation for

disturbance) plus the reasonable cost of ascertaining the amount or

- (ii) the sum which would have been payable had there been an outgoing tenant holding on the terms of this lease

Repairs and  
Redecoration

- (4) To repair and keep in repair all those items of repair maintenance renewal and redecoration and other matters as are expressed to be the responsibility of the Tenant pursuant to the Second Schedule hereto

Notice to  
execute  
repairs

- (5) That if the Tenant fails to comply with any of its obligations under this Agreement within six months of receiving from the Landlord a written request specifying the failure to comply the Landlord may enter on the Holding and perform the outstanding obligation and recover the full cost thereof (including without limitation administration and supervision costs) from the Tenant as additional rent

Good  
husbandry

- (6) Personally to farm the Holding in accordance with the rules of good husbandry as provided by Section 11 of the Agriculture Act 1947 and to and in particular and without prejudice to the generality of those rules:-

- (i) to use the Holding primarily as an agricultural Holding
- (ii) Taking into account 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 systems of farming and the quantity and quality of produce and at the same time will keep the Holding in a condition which will enable such a standard to be maintained in the future
- (iii) In considering if 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
- b) grassland is being kept properly mown or grazed free from 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 and legislation
- 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
- g) the hedges and ditches shall be properly maintained and back fenced to protect them



against stock damage and shall be managed in such a way as to encourage "bottom" in the hedge SAVE THAT in the event that the Tenant wishes to lay a particular hedge then subject to the Tenant having obtained the Landlord's prior written consent the Tenant may leave that hedge for a period of 7 years before cutting and laying that hedge. After initial cutting and laying any hedge so laid must be and cut and laid at least once every 10 years.

- h) no more than 20% of the holding shall be in root crops at any one time.
- (iv) to keep down all vermin and spread and level all mole and ant hills
- (v) to consume upon the Holding all hay straw haulm root crops (other than root crops normally grown for sale) and forage crops grown on the holding
- (vi) not to sell off or remove from the Holding any hay straw haulm root crops (other than root crops normally grown for sale) or other forage crops produced on the Holding during the last year of the tenancy and not to sell off or remove any such produce at any time previously without returning and applying in husbandlike manner to the holding within six months of the sale of such produce good rotten farmyard or stable manure or artificial manures approved by the Landlord to the full equivalent manurial value of all such produce sold off or

removed from the Holding

- (vii) not at any time to sell off or remove from the Holding any manure made or produced thereon but to preserve cart and spread the same on the land in a husbandlike manner
- (viii) to keep and at the termination of the tenancy to leave the orchards well and sufficiently stocked and to prune and properly preserve and maintain all fruit trees and fruit bushes growing on the Holding
- (ix) not to grow any Genetically Modified crops
- (x) not to grow potatoes on the same land for two consecutive years without the Landlord's consent nor to grow more than 1/6 of the farm in potatoes without the Landlords consent
- (xi) not to pollute rivers water course or water supplies
- (xii) not to damage the Holding or neighbouring property as a result of using chemicals or burning stubble or weeds or otherwise
- (xiii) not to run a pig enterprise without the Landlord's consent in writing
- (xiv) not to keep more than 4 horses on the Holding at any time without the Landlord's consent in writing, which consent shall not be unreasonably withheld.
- (xv) to comply with the Cross Compliance regulations under the Single Farm Scheme and not to do anything to cause the holding or any part thereof to cease to be in a GAEC and to comply with any reasonable request by the Landlord to:-

- a) take such steps as are necessary to comply with all of the standards and requirements known as Cross Compliance enacted or to be enacted from time to time in order to administer and enforce the Regulations; and
- b) take such reasonable steps as are necessary to keep the holding in a GAEC as now defined or as defined from time to time in order to administer the Regulations.

Records (7) To keep and produce on demand to the Landlord true Records and allow the Landlord to inspect the Records for the purpose of rent reviews and solvency

Insurance of stock (8) To insure against loss or damage by fire to the full value thereof in an insurance office approved by the Landlord all live and dead stock on the holding and all harvested crops grown on the Holding for consumption thereon and whenever required to forward to the Landlord the policy of insurance and the receipt for the current premium thereon and in the event of the destruction by fire of any such harvested crops to return to the Holding the full equivalent manorial value of the crops destroyed in so far as the return thereof is required for the fulfilment by the Tenant of his responsibilities to farm the holding in accordance with the rules of good husbandry

Public Liability Insurance (9) To effect and maintain in some insurance office of good repute insurance cover against all third party and public liability risks in a sum of not less than three million five hundred thousand pounds and to

produce a copy of such policy to the Landlord on demand and notwithstanding the existence of such policy or otherwise to make good to the Landlord any loss suffered by the Landlord in respect of any third party or public liability claim against the Landlord arising out of the act or default of the Tenant or his employees agents or contractors

Permanent Pasture (10) Not to break up any land described as permanent pasture or orchard in the First Schedule hereto without the previous written consent of the Landlord

Trees (11) To preserve all timber and other trees pollards and saplings from bite of cattle or other injury and not to cut top lop or crop any of the timber timber-like trees or saplings likely to become timber now or hereafter growing upon the Holding nor hang gates on or drive nail or hook or otherwise injure any such tree or sapling SAVE THAT at the Tenant's request (which request shall not be made more frequently than once per anum) the Landlord agrees to identify any saplings growing on the Holding which the Landlord will permit to be excluded from the protection afforded by this clause

Buildings Alterations by the Tenant (12) (i) Not to alter remove or make additions to any building or other items of fixed equipment on the Holding or erect any new buildings or make any other improvements to the Holding without the Landlord's consent in writing SAVE THAT in the case of such buildings as are intended by the Tenant to be tenant's fixtures (which may be removed from the Holding by the Tenant at the end of the Term pursuant to section 8(1) Agricultural Tenancies Act 1995) and which are so notified to the Landlord, such consent shall not be unreasonably withheld.

- (ii) Not to make any application for planning permission for development within the meaning of Section 55 (1) of the Town and Country Planning Act 1990 in respect of the Holding or any part of it with out the Landlord's consent in writing, which consent shall not be unreasonably withheld.
- (iii) Within six months of the commencement of this Agreement the Tenant shall remove or repair the Tenant's Buildings to a reasonable standard by reference to the type nature and intended use of each such building
- (iv) In the event that the Tenant should fail to remove or repair the Tenant's Buildings to a reasonable standard within the time period provided in the preceding paragraph the Landlord shall thereafter be permitted to enter onto the holding for the purpose of repairing to a reasonable standard by reference to the type nature and intended use each such building of the Tenants Buildings as have not been so removed or repaired by the Tenant and the Landlord shall be entitled to recover the cost of any such repair or repairs from the Tenant SAVE THAT nothing in this paragraph shall cause the Landlord to become liable to execute any repair to the Tenant's Buildings other than at the Landlord's discretion.

Sub-Letting

- (13) (i) Personally to reside in the dwellinghouse (if any) on the Holding and to use the rest of the Holding for the business of agriculture
- (ii) Not to assign charge underlet or part with the possession of the Holding in any way whatsoever
- (iii) Not without the written consent of the Landlord to:
  - a) sell or let the right of grazing on the Holding ;

- b) take in thereon stock belonging to any other person  
SAVE THAT the requirement for written consent imposed by subsections III (13)(a) and III (13)(b) shall not apply to tack sheep only taken onto pasture land on the Holding by the Tenant between 1 November and 15 March.
  - c) share crop, share farm or contract grow any crop  
SAVE THAT such written consent (in respect of this subsection III (13)(iii) only) shall not be unreasonably withheld.
  - d) sub-let any part or parts of the holding
- 14) Not without the written consent of the Landlord (which shall not be unreasonably withheld) to:
- i) occupy or farm any agricultural land other than the Holding whether for the purpose of a trade or business or otherwise
  - ii) engage in any trade or business other than agriculture SAVE AS provided by paragraph III (15)(ii) of this Agreement.
  - iii) engage in any occupation or enter into any employment which might hinder the cultivation by the Tenant of the holding in accordance with the agreement provisions and conditions herein contained
- Other occupations or business
- Agriculture only
- (15) i) Not to use or permit to be used the Holding or any part thereof for the purpose of advertising camping, parking vehicles, siting caravans or mobile homes, fairs, entertainments, festivals, racing, rallies, competitions or for any purpose other than agriculture without the written consent of the Landlord
- ii) Not without the written consent of the Landlord to

carry out any diversification of activity on the Holding away from agriculture.

- Nuisance (16) Not to do or suffer to be done on the Holding anything which may be or become a statutory nuisance or a nuisance to the Landlord or the owners or occupiers of any adjoining land and in particular to comply with all codes of practice for the spreading of slurry on the Holding
- Cultivation in the last year of the tenancy (17) To cultivate the holding so that in the last year of the tenancy:-
- (i) The proportion of the land to be left as cropping shall be: **NIL**
  - (ii) There is no grazing of any seeds on the Holding after **1<sup>st</sup> November**
  - (iii) Not more than two-thirds and not less than one-third of the permanent pasture shall be made into hay or silage
- Hay, straw, etc. in the last year of tenancy (18) At the termination of the tenancy to leave upon the Holding all the farmyard manure made during the final year of the tenancy and all unconsumed hay straw roots and green crops (not being root or green crops normally grown for sale) all harvested crops being properly stacked and thatched or otherwise properly stored and protected
- Landlord's right of entry (19) To permit the Landlord and persons authorised by it to enter on the holding at all reasonable times to view the state and condition thereof or to perform any of the agreements on its part herein contained or in any other way to fulfil its responsibilities to manage the Holding in accordance with the rules of good estate management and to permit persons authorised by the Department of the Environment Food and

Rural Affairs or their successors to enter on and inspect the holding and carry out thereon any work which it may be lawful for them to carry out under the Agriculture Act 1947 or other statutory entitlement

Delivery of Possession

- (20) to do everything necessary including making any payments to preserve any licence for water used on the Holding
- (21) or as far as possible to prevent the creation of any third party rights or public rights of way over the Holding and to prevent trespassing
- (22) to immediately inform the Landlord of any notices received affecting the Holding and at the Landlords expense to respond to any notices under the Party Wall Act 1996 as the Landlord requires
- (23) On the determination of the tenancy peaceably and quietly to deliver up with vacant possession the Holding to the Landlord in good repair and tenantable condition and as otherwise required by this lease

Single Farm Payments Scheme and Set Aside

- (24) To supply a copy to the Landlord of all Single Farm Payment Scheme forms submitted during the term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any enactment or as part of any application for any type of grant or subsidy.
- (25) Not without consent to take any steps to exchange the eligibility status of any land on the Holding designated as eligible under the Single Farm Payment Scheme or any other scheme of grant or subsidy affecting the holding.



subsidy effecting the holding.

- |                    |    |      |  |
|--------------------|----|------|--|
| Single Farm Scheme | of | (26) | To comply with the terms of the Third Schedule to this Agreement in respect of the Single Farm Payments Scheme.  |
| Notice changes     | of | (27) | To notify the Landlord in writing of any charge made under the provisions of the Agricultural Credits Act 1928 immediately on the completion of any document evidencing such charge.   |
| Death Tenant       | of | (28) | If the Tenant dies during the Tenancy his executors or administrators or other person or persons in whom any interest in the Tenancy is vested immediately after his death and will within one month of his death give notice in writing to the Landlord of such death and its date. |
|                    |    | (29) | Set-off - To permit to be deducted from any amounts of compensation due from the Landlord to the Tenant under this Agreement all sums due from the Tenant to the Landlord  |
| Quotas             |    | (30) | Quotas - To comply with the terms of the Fourth Schedule in respect of Milk Quota and all quotas attaching to the Holding.   |
| Cost of Lease      |    | (31) | To indemnify the Landlord in respect of any Stamp Duty Land Tax payable by the Landlord (if any) in respect of this Agreement.   |

Landlord's Covenants

**IV. THE Landlord HEREBY AGREES with the Tenant:-**

- |                      |     |  |
|----------------------|-----|--|
| Tithe and Taxes      | (1) | To pay Landlord's Property Tax Land Tax Tithe Redemption Annuity and Owners Drainage Rates (if any)  |
| Repairs to Buildings | (2) | Without prejudice to the Tenant's responsibilities under this lease to execute all repairs and replacements to the parts of the dwellinghouse cottages and buildings in accordance with the liabilities of the Landlord as set out in the Second Schedule hereof |

- |                              |   |
|------------------------------|---|
| Insurance of Buildings       | <p>(3) To keep the dwellinghouse cottages and other buildings insured to their full value against loss or damage by fire and to execute all works of repair or replacement to the dwellinghouse cottages and other buildings necessary to make good damage by fire being damage not due to the wilful act or negligence of the Tenant or any members of his household or his employees agents or servants</p>   |
| Repairs of Tenant's Fixtures | <p><b>V.</b></p> <p>(1) The Landlord shall be under no liability to execute repairs or replacements to buildings or fixtures which are the property of the Tenant or to execute repairs or replacements rendered necessary by the wilful act or negligence of the Tenant or any members of his household or his employees agents or servants</p>  |
| Obsolescence And subsidence  | <p>(2) Nothing herein contained shall create any liability on the part of either the Landlord or the Tenant:-</p> <p>(i) To maintain repair or insure any item of fixed equipment which is obsolete and which the Landlord and the Tenant agree in writing that neither party shall be liable to maintain repair or insure</p> <p>(ii) To execute work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or by the blocking of outfalls which are not under the control of either the Landlord or the Tenant</p> |
| No implied consent           | <p>The Landlord does not by reason of anything in this lease consent to any</p>   |

improvements within the meaning of Section 15 of the Agricultural Tenancies Act 1995

Custom **VII. NEITHER** party shall be entitled under the custom of the country to any compensation for any improvement

Resumption of Possession for Special Purposes **VIII.**  
(1) IT shall be lawful for the Landlord at any time upon giving to the Tenant no less than Twelve months' notice but no more than twenty four months in writing to resume possession and determine the tenancy of the whole or any part of the holding for the purpose of building mining or industrial purposes or any other purposes not being the use of the land for agriculture

Re-entry (2) Without prejudice to any other rights of the Landlord, in any of the cases set out in this schedule the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon this Tenancy will absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement.

(i) If the whole or any part of the Rent or any other sums lawfully due from the Tenant to the Landlord remains unpaid 28 days after becoming due (in the case of the Basic Rent whether demanded or not).

(ii) If any of the Tenant's agreements in this Agreement are not performed or observed.

(iii) If the Tenant:

(a) proposes to or enters into any composition or arrangement with his creditors generally or any class

of his creditors; or

(b) is the subject of any judgment or order made against him which is not complied with within 7 days or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any part of his undertaking, property, assets or revenue; or

(c) being a company:

i) is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company; or

ii) an incumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking, property, assets or revenues of such company; or

iii) stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of the Insolvency Act

1986 Section 123; or

- iv) without the prior Consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course; or

(d) being an individual:

- i) is the subject of a bankruptcy petition or bankruptcy order; or
- ii) is the subject of an application or order or appointment under the Insolvency Act 1986 Section 253 or Section 273 or Section 286; or
- iii) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of the Insolvency Act 1986 Sections 267 and 268.

- (iv) If any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which the Tenant is subject which has an effect equivalent or similar to any of the events mentioned in this schedule.

Out-going  
Valuation and  
Set Off

**IX. ON** the expiration of the tenancy a valuation shall be made of the matters for which the Tenant is entitled to be paid under this Agreement or the Agricultural Tenancies Act 1995 or any statutory modification thereof and also of any monies due to the Landlord for rent or for breaches of agreement or otherwise in relation to the

Holding and the balance shall be paid by the one party to the other such valuation to be made either by a single valuer mutually agreed upon by the parties whose fees shall be paid in equal shares by them or by two valuers one to be appointed and paid by each party and any dispute between them shall be referred to arbitration under the said Act

Notices

- X.** **ALL** notices authorised or required to be given hereunder including notices to quit may be served in the manner provided by the Agricultural Tenancies Act 1995 with regard to notices under that Act
- XI.** **THE** tenancy hereby created is to be and to remain until its termination a farm business tenancy as defined by Section 1 of the Agricultural Tenancies Act 1995 and separate Notice as required by that Act has been given by each party to the other prior to the signing hereof
- XII** **THE** commencing rent will be reviewed on the third anniversary of the Commencement Date of the term and every three years thereafter for so long as the tenancy continues and will in respect of all other matters be subject to the statutory rent review provisions contained in Part II of the Agricultural Tenancies Act 1995
- XIII** **THIS** Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding.
- XIV** **THIS** tenancy is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**XV**     **THE** parties do not intend that any term of this tenancy agreement should be enforceable by any third parties provided by the Contracts (Rights of Third Parties) Act 1999. Any third party right which exists or is available independently of that Act is preserved.

**XVI**    **THIS** Agreement is not entered into pursuant to any prior agreement for tenancy.

**XVII**   **IN** this Agreement except where specifically defined in the Fifth Schedule the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995

**AS WITNESS** the hands of the parties hereto the day and year first before written

**THE FIRST SCHEDULE**

**THE HOLDING**

<b><u>O.S. Sheet No.</u></b>	<b><u>Land Parcel No.</u></b>	<b><u>Hectares</u></b>	<b><u>Acres</u></b>	<b><u>Description</u></b>
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**THE SECOND SCHEDULE**  
**Allocation of Repairing Responsibilities**

**The Dwelling**

<b><u>Item</u></b>	<b><u>Tenant</u></b>	<b><u>Landlord</u></b>
Roofs	First £200 in any twelve month period	All other responsibility subject to the £200 tenants contribution

Chimneys	No responsibility except regular cleaning	All other responsibility
Exterior walls	No responsibility	All responsibility
Damp proof courses	No responsibility	All responsibility
Internal walls/ceilings	Repairs to all plaster (except in the case of lath and plaster ceilings) and tiling	All other responsibility
Floors	Floor tiles and coverings	All other responsibility
Staircases	No responsibility	All responsibility
Doors	Internal doors	External doors
Windows and Skylights	Glass and catches	All responsibility
Gutters and downpipes	All costs of repair and replacement	No responsibility
Kitchen and Bathroom fittings	All costs of repair and replacement	No responsibility
Electrical Installation	Repair and replacement of fittings and testing of all electrical appliances to comply with regulations	All responsibility <b>except</b> for repair replacement of fittings Responsible for wiring testing every 10 years
Water pipes	Repairs	Replacement when in need of renewal
Foul drainage systems	Cleaning and emptying and replacing covers	All other responsibility
Boilers, heating systems, cylinders, tanks, pumps, grates, cisterns and valves	Servicing and minor repairs fire bricks insulation	Replacement and major repairs
Internal decoration	All responsibility (every 7 years)	No responsibility



External decoration	All responsibility (every 5 years)	No responsibility
Security Systems	All responsibility	No responsibility
Cost of testing private water supplies	All responsibility	No responsibility
Garden fences and gates	All responsibility	No responsibility

### **Other Buildings and Fixed Equipment**

<b><u>Item</u></b>	<b><u>Tenant</u></b>	<b><u>Landlord</u></b>
Roofs including roof painting and cladding	First £200 in any 12 month period	All other responsibility
Gutters and downpipes	All responsibility	No responsibility
Structural frames	No responsibility	All responsibility
Walls	No responsibility (except where damaged by the tenant or his stock)	All responsibility
Cladding	No responsibility (except where damaged by the tenant or his stock)	All responsibility
Barn painting	All responsibility every 5 years	No responsibility
Internal decoration	All responsibility	No responsibility
Floors and yards	All responsibility	No responsibility
Doors and Gates	All responsibility	No responsibility
Windows	Glass and catches	All other responsibility
Staircases	No responsibility	All responsibility
Electrical Installations	Repair and replacement of fittings and testing of all electrical appliances to comply with regulations	Periodic testing of wiring (min every 3 years)
Water supplies and fittings	Repairs and all responsibility above ground	Replacement when in need of renewal
Water troughs	All responsibility	No responsibility

Foul Drainage	Cleaning and unblocking	All other responsibility
Slurry Stores	All responsibility	No responsibility
Silage Pits	All responsibility	No responsibility
Effluent collection facilities	All responsibility	No responsibility
Fixtures and Fittings	All responsibility	No responsibility
Milking parlours and dairies	All responsibility apart from repairs to main structure	Repair and replacement of main structure
Yard walls, fences and gates	All responsibility	No responsibility
Roads and yards	All responsibility including provision of materials	No responsibility
Hedges	All responsibility	No responsibility
Boundary fences and gates	All responsibility	No responsibility
Internal fences and gates	All responsibility	No responsibility
Bridges	No responsibility	All responsibility
Culverts, ditches and field drains	All responsibility	No responsibility

### THE THIRD SCHEDULE

#### Single Farm Payment

.1 The Tenant hereby covenants with the Landlord:-

1.1 During the Term to claim payment upon the established Holding Entitlements and Holding Set aside Entitlements in accordance with the Regulations and any rules imposed by DEFRA and the RPA in such a way that the Holding Entitlements and the Holding Set aside Entitlements or any part thereof are not lost or charged or whereby

they are removed from the Tenant whether permanently or temporarily.

- 1.2 To use his best endeavours to obtain for the Holding any new or further entitlements which become available under the Regulations whether existing at or introduced after the commencement of this tenancy
- 1.3 At all times during the Term to carry out all obligations imposed on the Tenant as occupier or producer with regard to all of the requirements of the Regulations and any rules imposed by DEFRA and the RPA
- 1.4 Forthwith to furnish the Landlord (in writing if so required) with all information which the Landlord may reasonably request concerning the Holding Entitlements and the Holding Set-aside Entitlements or concerning other farming activities of the Tenant which may affect or tend to affect the Holding Entitlements and the Set aside Entitlements whether such farming activities are carried out by the Tenant directly or indirectly and whether they relate to the holding or to other land
- 1.5 Prior to submitting any forms to DEFRA and the RPA in any year to agree with the Landlord the information required by the forms and the contents thereof and to obtain the Landlord's consent to that information and to the contents of the forms
- 1.6 Not to dispose of transfer lend lease charge or otherwise deal with the whole or any part of the Holding Entitlements and the Holding Set aside Entitlements as to result in the Holding Entitlements and the Holding Set aside Entitlements lapsing or reducing in number or value during the Term or the Holding Entitlements and the Holding Set aside Entitlements being transferred off the Holding or otherwise becoming unavailable for use in full on the Holding on the termination of the Tenancy

- 1.6.1 Not without the written consent of the Landlord to make any application to the RPA for an allocation of Entitlements or Set Aside Entitlements from the National Reserve and the Landlord shall be entitled to withhold such consent if any allocation of such entitlements would adversely affect any of the provisions of this clause
- 1.6.2 Not by any direct or indirect act or omission in respect of any land or property not included in the Holding to allow the Holding Entitlements and the Holding Set aside Entitlements to pass to any other person whatsoever or become claimable in respect of land not comprised in the Holding
- 1.6.3 Not to make or permit anyone claiming on his behalf or through him to make any claim either during or at or following termination of the Tenancy which may result in the Holding Entitlements and the Holding Set aside Entitlements or any part thereof ceasing to belong to or be available to the Landlord and if as a result of any such claim the Holding Entitlements and the Holding Set aside Entitlements or any part thereof are lost to the Landlord to indemnify the Landlord against all losses which the Landlord suffers thereby including (but not necessarily limited to) all costs and expenses incurred in the acquisition of replacement entitlements which is comparable in all respects to that lost
- 1.6.4 On or after quitting the Holding to take all such steps and do all such acts as may be required to procure the transfer of the Holding Entitlements and the Holding Set aside Entitlements to the Landlord or such person

as the Landlord nominates in writing such transfer shall be made without consideration unless one is deemed to be necessary in which case the consideration shall be one pound.

1.6.5 Insofar as they remain to be observed and performed and are capable of taking effect after the termination of the Term howsoever determined the provisions of this clause shall remain in full force and effect notwithstanding the termination

1.6.6 During the final year of the Tenancy to obtain the Landlord's consent for all matters concerning the management of the Holding Entitlements and the Set aside Entitlements to include Cross Compliance and claiming the single payment and effecting the transfer of the Holding Entitlements and the Set aside Entitlements as the Landlord may direct.

## **THE FOURTH SCHEDULE**

### Milk Quota

#### **1.1 The Tenant's agreements**

The Tenant agrees:

1.1.1 to farm the Holding throughout the Term and to comply with any Enactment and any direction made by the Landlord so as to ensure that the entirety of the Milk Quota continues to be attached to the Holding (and to no other land) to the intent that it will be transferable to the Landlord or at his direction on the termination of this Agreement;

1.1.2 not to charge or lease the Milk Quota;

- 1.1.3 not to do nor omit to do anything which results or may result in all or part of the Milk Quota being reduced, lost, charged or removed from the Holding whether permanently or temporarily or otherwise being unavailable to a future occupier of the Holding;
- 1.1.4 to co-operate with the Landlord on the termination of the Term in signing and lodging (in accordance with all time limits that may be applicable) all necessary documents including any required by any Authority to effect the transfer of the Milk Quota to the Landlord or as the Landlord may direct;
- 1.1.5 that subject to paragraph 2 of this schedule, in the event of the Milk Quota or any part of it not being transferred to the Landlord or at his direction upon the change of occupation consequent upon termination of this Agreement, the Tenant will compensate the Landlord for all lawfully recoverable losses thereby sustained including the cost to the Landlord of acquiring milk quota of comparable butterfat base and usage to the Milk Quota or any such part;
- 1.1.6 that, if quantification of the whole or any part of the loss suffered by the Landlord in circumstances referred to in paragraph 1.5 is impossible, the sum payable to the Landlord will be a sum equal to any reduction in the value of the Holding consequent upon such loss.

## **1.2 Reductions**

- 1.2.1 The obligations contained in paragraph 1.1 of this schedule will not apply in so far as the Milk Quota has been subject to reductions imposed by any Authority

unless such reductions are cancelled or reinstated in part and, if cancelled or reinstated in part, the obligations will apply to the extent of such partial cancellation or reinstatement.

1.2.2 If any such reductions referable to any period after the expiry of the Term result in the payment of any compensation to the Tenant or to any partnership or company of which the Tenant is a member or officer in which he has or had any interest (irrespective of when the same is paid) such compensation will be treated as belonging to the Landlord and will be paid to the Landlord without deduction immediately upon receipt.

### **1.3 Production**

During the period from 31 March in the last 12 months of the Term to the end of the Term the Tenant will not during any month produce any greater quantity of milk than one twelfth of the total production entitlement permitted by any Authority for that 12 month period (or as specified in any milk production monthly profile produced by any Authority whichever be the greater).

### **1.4 Prospective apportionment**

The Tenant will at any time during the Term at the direction of the Landlord request a prospective apportionment of the Milk Quota in relation to the Holding pursuant to the Dairy Produce Quota Regulations 2002/475 Regulation 10 and Schedule 2 and will use his best endeavours to obtain the consent of all interested parties (as described by the Dairy Produce Quotas Regulations 1994) to the prospective apportionment.

### **1.5 Landlord's consent**

The Landlord consents to the Tenant using the Holding or any part of it for the purpose of milk production during the Term.

## **2 Quota**

The Tenant agrees:

- 2.1 to preserve the benefit of any Quota transferred to or made available to the Tenant at the commencement of the Term or subsequently as the occupier for the time being of the Holding;
- 2.2 on termination of the Term to transfer the benefit of the Quota or make the Quota available to the Landlord or to any incoming occupier (as appropriate).

## **THE FIFTH SCHEDULE**

### Definitions and interpretation

#### **1 Definitions**

- 1.2 **'Arbitrator'** means an arbitrator appointed to act in accordance with the Arbitration Acts 1950–1979.
- 1.3 **'Authority'** means any statutory, public, local or other authority or any court of law or any government department or any of their duly authorised officers.
- 1.4 **'Consent'** means an approval, permission, authority, licence or other relevant form of approval given by the Landlord in writing.
- 1.5 **'Cross Compliance'** means the cross compliance requirements established by the Single Farm Scheme.
- 1.6 **'DEFRA'** means the Department for Environment Food and Rural Affairs or any successor Department.
- 1.7 **'Enactment'** means:
  - 1.7.1 any Act of Parliament or
  - 1.7.2 any European Community Legislation or decree or other supranational legislation or decree having effect of law in the United Kingdom.



- 1.9 **'GAEC'** means 'Good Agricultural and Environmental Condition' as now defined or as to be defined from time to time, in order to enforce and administer the Regulations.
- 1.10 **'Historical Entitlements'** means that element of the Holding Entitlements established by reference to the claimants historical subsidy claims in during the period 2000 to 2002 (unless different) and which will be payable on a decreasing proportion up until the end of the 2012 growing season
- 1.11 **'Holding Entitlements'** shall mean the single payment entitlements or such other entitlement to financial support which may be established under the Regulations by the Tenant and which is available to be established by or otherwise allocated or made available to the Tenant by reference to the area of the Holding subject to this tenancy agreement and no other land and by reason of the occupation of the tenant. The Landlord and the Tenant understand that the Holding Entitlements are allocated part in respect of the Historical Entitlements and part in respect of the Regional Area Payments. Both payments will be joined together to form one payment over the claimants total holding area
- 1.12 **'Holding Set aside Entitlements'** shall have the same meaning as in Article 53.2 of Council Regulations (EC) No. 1782/2003.
- 1.13 **'Landlord'** includes any successor to the Landlord named in the Particulars.
- 1.13 **'Landlord's Buildings'** means the buildings on the holding shown outlined red on Plan 2
- 1.14 **'Legal Obligation'** means any obligation from time to time created by any Enactment or Authority that relates to the Holding or its use and includes without limitation obligations imposed as a condition of any Necessary Consents.
- 1.15 **'Milk Quota'** means the **[Number]** litres of milk quota provided by the Landlord to the Tenant
- 1.16 **'Necessary Consents'** means planning permission and all other consents, licences, permissions and approvals whether of a public or private nature which are relevant in the context.
- 1.17 **'Outgoings'** means all rates, taxes, charges, duties, assessments, impositions and outgoing of any sort which are at any time during the Term payable whether by the owner or occupier of property and includes charges for electricity, gas, water, sewerage, telecommunications and other services (but not any tax payable by the Landlord on the Rent or on any dealing with the Landlord's interest in the Holding).
- 1.18 **'Plan 1'** means the plan annexed to this Agreement and marked 'Plan 1'.
- 1.19 **'Plan 2'** means the plan annexed to this Agreement and marked 'Plan 2'.

- 1.20 **'Quota'** means all quota or other right of production or right to payment or subsidy whether under any scheme for the production or marketing of agricultural produce or otherwise or any right of or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use (other than Milk Quota or Holdings Entitlements) which is now or at any time in the future may be allocated, transferred or made available to the Tenant in respect of the Holding.
- 1.21 **'Records'** means true accounts and vouchers of all produce sold off or removed from the Holding and of all manures and feeding stuffs purchased and applied to the Holding and of all homegrown produce consumed on the Holding and animal movement records.
- 1.22 **'Regional Area Payments'** means the standard area payment element of the Holding Entitlements which will be paid on an increasing proportion and which will replace Historical Entitlements by the end of 2012.
- 1.22 **'Regulations'** means Council Regulation (EC) No. 1782/2003 establishing the common rules for direct support schemes under the common agricultural policy and establishing certain support schemes for farmers of certain crops of 29<sup>th</sup> September 2003 and Commission Regulation (EC) No. 795/2004 of 21st April 2004 laying down detailed rules for the implementation of the single payment scheme provided for in Council Regulation (EC) No. 1782/2003 and Commission Regulation (EC) No. 796/2004 of 21st April 2004 laying down detailed rules for the implementation of cross-compliance, modulation and the integrated administration and control system provided for in Council Regulation (EC) No. 1782/2003 and any Regulations amending or substituting for those Regulations.
- 1.23 **'Rent'** means all sums reserved as rent by this Agreement.
- 1.24 **'Rent Days'** means the dates set out in the Particulars for payment of Rent in each year of the Term.
- 1.25 **'RPA'** means the Rural Payments Agency or any successor body carrying out its functions
- 1.26 **'Single Farm Scheme'** means the scheme established by the Regulations
- 1.27 **'Tenancy'** means the tenancy granted by this Agreement.
- 1.28 **'Tenant'** includes any successor to the tenant.
- 1.29 **'Tenant's Buildings'** means the buildings shown edged in blue on Plan 2
- 1.30 **'Term'** means the term of the tenancy granted by this Agreement
- 1.31 **'VAT'** means Value Added Tax and includes any future tax of a like nature.

1.32 '1995 Act' means the Agricultural Tenancies Act 1995.

## **2 Interpretation**

In this Agreement unless the context otherwise requires:

- 2.1 words importing any gender include every gender;
- 2.2 words importing the singular number include the plural number and vice versa;
- 2.3 words importing persons include firms companies and corporations and vice versa;
- 2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 2.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 2.6 where any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation;
- 2.7 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 2.8 any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done;
- 2.9 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- 2.10 any sum payable by one party to the other will be exclusive of VAT which will where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid;
- 2.11 any relevant perpetuity period will be 80 years from the date of this Agreement;
- 2.12 any reference to an Enactment includes reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that Enactment.

**[THE COUNTY OF HEREFORDSHIRE  
DISTRICT COUNCIL to seal (if over 3 years)]**

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**Witness**

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**Occupation**

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**Address**

**SIGNED as a Deed by the Tenant in the presence of**

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**Tenant**

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**Witness**

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**Occupation**

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**Address**

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