

LR1. Date of lease

ate in full>>

LR2. Title number(s)

dlord's title number(s)

er(s) out of which this lease is granted.
ok if not registered.

landlord's title number(s)>>

er title numbers

file number(s) against which entries of referred to in LR9, LR10, LR11 and LR13 made.

her title number(s)>>

LR3. Parties to this lease

Give full names, addresses and registered number, if any, of each party. For Scottish companies prefix and for limited liability partnership an OC prefix. For foreign companies the territory in which incorporated.

ame of Landlord>>

Address of Landlord>>

company number>>

ame of Tenant>>

Address of Tenant>>

company number>>

(if any)

name of Guarantor>>

Address of Guarantor>>

company number>>

ties

capacity of each party, for example
ent company", "quarantor", etc.

ame of other party>>

address of other party>>

company number>>

LR4. Property

Insert a full description of the leased

or

Refer to the clause, schedule or part of a schedule in this lease in which the premises being leased is more fully described.

Where there is a letting of part of title, a plan must be attached to the lease. If any floor levels must be specified.

in the event of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall

erty [shown edged red on the plan
to this lease and] known as <<Insert
Holding>>

S
A
M
P
L
E

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in the lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions that do not apply to this lease.</i></p>	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>the Leasehold Reform Act 1967</i></p> <p><i>the Leasehold Reform Act 1985</i></p> <p><i>the Leasehold Reform Act 1988</i></p> <p><i>the Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information used to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including the commencement date>></i></p> <p><i>including the expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p>

SAMPLE

	tenant's covenant to (or offer to) this lease
	landlord's contractual rights to acquire
LR10. Restrictive covenants granted by the Landlord in respect of the Property other than the Property <i>Insert the relevant provisions or clause, schedule or paragraph of this lease which contains the provisions</i>	
LR11. Easements <i>Refer here only to the clause, paragraph of a schedule in this lease which sets out the easements.</i>	Easements granted by this lease for the benefit of the Property Easements granted or reserved by this lease for the benefit of the Property for the benefit of other
LR12. Estate rentcharge burdened on the Property <i>Refer here only to the clause, paragraph of a schedule in this lease which sets out the rentcharge.</i>	
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is entered. If you wish to apply for more than one standard form of restriction, set out a separate clause to apply for each of them, and the title against which it is applying against which title and the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</i>	
LR14. Declaration of trust where the Property is held by more than one person. They are to	

more than one person complete this clause as joint Tenant

If the Tenant is one person, omit the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statements.

Property on trust for themselves as joint

nt is more than one person. They are to Property on trust for themselves as common in equal shares.】

nt is more than one person. They are to Property on trust <<Complete as >>】

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the meanings set out below:

‘Act of Insolvency’ means:

(a) the

(b) the

(c) the

(d) the

(e) the

(f) the

(g) the

(h) the

(i) the

(j) the

(k) the

(l) the

(m) the

(n) the

(o) the

(p) the

(q) the

(r) the

(s) the

(t) the

(u) the

(v) the

(w) the

(x) the

(y) the

(z) the

(aa) the

(ab) the

(ac) the

(ad) the

(ae) the

(af) the

(ag) the

(ah) the

(ai) the

text otherwise requires, the following

o in connection with any voluntary or compromise or arrangement for the the Tenant or any guarantor;

tion for an administration order or the on order in relation to the Tenant or any

intention to appoint an administrator, or prescribed documents in connection with administrator, or the appointment of an se in relation to the Tenant or any

ceiver or manager or an administrative property or income of the Tenant or any

voluntary winding-up in respect of the except a winding-up for the purpose of uction of a solvent company in respect aration of solvency has been filed with s;

or a winding-up order or a winding-up ant or any guarantor;

nt or any guarantor from the Register of of an application for the Tenant or any

antor otherwise ceasing to exist (but nt or any guarantor dies); or

ication for a bankruptcy order, the for a bankruptcy order or the making of t the Tenant or any guarantor.

The par partners

ply in relation to a partnership or limited Partnership Act 1890 and the Limited

	Partnership (as amended) subject to the modifications referred to in the Limited Liability Partnership Order 1994 (SI 1994/2421) (as amended) (as defined in the Limited Liability Partnership Regulations 2001 (SI 2001/1090) (as amended);
	Act of Incorporation or analogous proceedings or events that may be subject to the legislation of another jurisdiction in relation to a company or incorporated or domiciled in such relevant jurisdiction;
‘Annual Rent’	means £<<insert number, e.g. 6 or 12>> exclusive of VAT;
‘APHA’	means the Animal and Plant Health Agency and any body from time to time performing the functions of the Agency;
‘ATA 1995’	means the Agricultural Tenants Act 1995;
‘Basic Payment Scheme’	means the scheme established by EU Regulation No. 1307/2013 and any similar replacement scheme including a scheme established under domestic legislation;
‘Break Date’	means a date <<insert number, e.g. 6 or 12>> months after service of this Lease;
‘Break Notice’	means a written notice served on the Landlord specifying the date on which this Lease on the Break Date and the date on which the Lease is to terminate;
‘Conduits’	means any conduits for the removal of water, sewage, electricity and similar services;
‘Cross Compliance Conditions’	means the requirements and the standards for the good agricultural condition of land listed in EU associated legislation and guidance;
‘Defra’	means the Department for Environment, Food and Rural Affairs and any successor department;
‘Entitlements’	means <<insert number>> entitlements for subsidy payment under the Common Agricultural Policy and any similar entitlements [details of which are set out in the Schedule to this Lease];
	Entitlements
	Number of
	Basic Payment <<insert number>>];
‘Greening Payment’	means the payment made by EU Regulation 1307/2013 for farmers of agricultural cultural practices beneficial for the climate and environment and any similar replacement payment including a payment made under domestic legislation;
‘Holding’	means the holding described in paragraph LR4 at the beginning of this Lease being

	OS Grid Reference	
	Description	
	Acreage/Hectares	
‘Independent Expert’	means an independent expert appointed by the Landlord and Tenant or in default of appointment by the President for the time being of the Royal Institution of Chartered Surveyors at the written request of the Landlord or Tenant;	
‘Insured Risks’	means the risks of fire, explosion, storm, flood, subsidence, landslip, hail, lightning, or overflowing water pipes, tanks or apparatus, theft, sabotage, riot, civil commotion and other aerial devices and any articles or vehicles, dropped from aircraft, in each case, that cover is generally available on standard terms in the UK insurance market at the time the Lease is made, but, and any other risks which the Landlord may from time to time, subject in all cases to any excess or co-insurance imposed by the insurers;	
‘Interest’	means interest on outstanding payments at the rate of e.g. two and a half per cent above the base rate for the time being of Barclays Bank plc (or that bank ceases to exist) as determined by the Landlord to the Tenant;	
‘Landlord’	includes the Landlord and its immediate reversion to this Lease;	
‘Landlord’s Neighbouring Property’	means land adjacent to the Holding [shown edged in blue on the map];	
‘Permanent Grassland’	means land which has not been in use for agricultural or other herbaceous forage that has been in use for the last five years as defined in EU Regulations;	
‘Permitted Use’	means use for agricultural purposes only;	
‘Rent’	means all sums payable by this Lease;	
‘Rent Commencement Date’	means <<date>> to be paid>>;	
‘Rent Days’	means [25 September and 25 December] in each year;	
‘RPA’	means the person responsible for the administration of the Basic Payment Scheme Greening Payment in England and any other functions from time to time;	
‘Rural Payments Service’	means the person responsible for the administration of the Basic Payment Scheme applications and subsidy payment under the Basic Payment Scheme;	

‘RICS’	means the	Registered Surveyors;
‘Schedule of Condition’	means the s	(any) attached to this Lease;
‘Tenant’	includes su	gns;
‘Term’	means the	graph LR6 at the beginning of this Lease;
‘Title Matters’	means the	in the following documents: <<insert list of doc landlord's title to the Holding, e.g. mental schemes>>;
‘VAT’	means valu	e under the Value Added Tax Act 1994 and a additional tax.
1.2	Unless the conte	ch reference in this Agreement to:
1.2.1	“writing” o	ut not email;
1.2.2	a “working	o any day other than a Saturday, Sunday o in England and Wales;
1.2.3	a statute	ute is a reference to that statute or provision ed at the relevant time;
1.2.4	“this Agre	to this Agreement and each of the Schedules mented at the relevant time;
1.2.5	a Schedu	greement; and
1.2.6	a clause	ence to a clause of this Agreement (other tha paragraph of the relevant Schedule.
1.3	In this Agreemen	
1.3.1	any refer	des a natural person, corporate or unincorporated or not having separate legal personality
1.3.2	words imp	er include the plural and vice versa;
1.3.3	words imp	e any other gender;
1.3.4	obligation	han one person are owed by or to them joint
1.3.5	reference	include any sooner determination of the Term on of time;
1.3.6	any cover	to do an act or thing includes an obligation ch act or thing to be done;
1.3.7	reference	efault of the Tenant include the act,

neglect of
servants

1.3.8 the clause
taken into

1.3.9 reference
collateral

1.4 The headings in
its interpretation

2. Demise and Rent

2.1 The Landlord lets
(insofar as the
Schedule, except
Neighbouring Plot
to the Title Matter

2.2 The Tenant must

2.2.1 the Annual
order (or
the first
beginning
before the

2.2.2 any other
and

2.2.3 any VAT

3. Tenant's Covenants

3.1 The Tenant covenants

3.1.1 To pay the
legal or equitable
law.

3.1.2 If any sum
length of
formally
as not to
Interest (or
the amount
which paid

3.1.3 To pay or
taxes, duties
Holding or

a) tax (or

b) any

of the Holding and their respective

part of this Lease and are not to be
tion or interpretation; and

de any document supplemental or
quant to its terms.

convenience only and shall not affect

the Tenant for the Term together with
(same) the rights set out in the First
for the benefit of the Landlord's
in the Second Schedule, and subject

ents in advance by bankers' standing
ndlord so requires) on the Rent Days,
the date of this Lease for the period
cement Date and ending on the day

quant to the Landlord under this Lease;

e.

nd in the manner stated without any
off or counterclaim unless required by

is unpaid for more than <<maximum
be in arrears e.g. 7 days>> (whether
he Landlord refuses to accept rent so
quant, the Tenant must on demand pay
arrears) calculated on a daily basis on
from the due date until the date on

against all existing and future rates,
financial impositions charged on the

rent payable; and

lord's dealing with its own interests.

SAMPLE

- | | |
|--------|---|
| 3.1.4 | If any repairs payable by the Tenant are a fair proportion of the total repairs, and financial impositions are made together with other property, to pay a fair proportion of the total repairs. |
| 3.1.5 | To pay or contribute towards the cost of repairs against all charges incurred relating to surface water drainage, electricity, oil, gas, telephone, communications, internet, data services, fuel, supplies or utilities supplied to the Holding (including meter and meter rents) or a fair proportion of the costs and is not shared with any other property. |
| 3.1.6 | If the Landlord demands compensation because it has been allowed during the Term of the good that loss to the Landlord on the Holding. |
| 3.1.7 | To keep the Holding tidy and clear of rubbish and to keep all fences, hedges, field walls, stiles, gates, cattle grids, bridges, watercourses, sluices, ditches, roads and yards in good repair and condition [but the Tenant must be in a better state of repair than it was in at the date of the lease as stated in the Schedule of Condition]. |
| 3.1.8 | At the end of the Term of the lease to: <ul style="list-style-type: none"> a) to repair the Holding to the repair and condition of the Holding at the start of the Term of the lease; b) remove the Tenant's livestock, equipment, goods and chattels from the Holding; c) to leave the Holding in a clean state with no weeds, stubs and green crops then remaining and no manure and compost properly placed on the Holding. |
| 3.1.9 | If, following the end of the Term of the lease, any of the Tenant's possessions remain on the Holding and the Tenant fails to remove them within the time specified in writing by the Landlord to do so: <ul style="list-style-type: none"> a) the Landlord may sell the possessions; b) the Landlord shall be liable to the Landlord against any liability to the party whose possessions have been sold on the mistaken belief that the possessions were the Tenant's; c) the Landlord shall give to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord. |
| 3.1.10 | To permit the Landlord on reasonable times on reasonable prior notice (except in an emergency) to enter and inspect the Holding and: <ul style="list-style-type: none"> a) if the Landlord finds any failure of repairs or maintenance which the Tenant has failed to carry out, to give to the Tenant (or leaves on the Holding) a written notice of any other failure by the Tenant to |

- com and/ perio requ
- under this Lease, to repair the Holding in accordance with the notice within a the date of the notice (or sooner if
- b) if the Land Tenant (reco work
- with clause 3.1.10 a), to permit the and carry out the works at the pay to the Landlord on demand (reco l debt) the proper expenses of such s and other fees).
- 3.1.11 To allow do so advisors, not during emergen writing) t
- 3.1.12 To pay t charges, professio otherwise contemp
- and on an indemnity basis all costs, ses (including legal costs and other rred by the Landlord (or which he Landlord) in connection with or in
- a) the e t covenants of this Lease;
- b) any pre of P obligations in this Lease, including the notice under section 146 of the Law
- c) any when lawf act cons tant for consent under this Lease, withdrawn or consent is granted or ses where the Landlord is required to dlord unreasonably refuses to give
- d) the p no la of a schedule of dilapidations served the end of the Term.
- 3.1.13 With reg
- a) to us part thro 1998 the Permitted Use and to farm all or e purposes of a trade or business pliance with section 1(2) of the ATA
- b) to m Com Payr husb Leas good cond Holding in compliance with the Cross e requirements for full Greening accordance with the rules of good riculture Act 1947, the terms of this dards set out in the Defra codes of p the Holding in good heart and
- c) not wou the any purpose or in any manner that injury, nuisance or inconvenience to nts of the Landlord or any owner or

SAMPLE

- | | | |
|----|---|---|
| | occu | erty; |
| d) | not t
allow | ers or travellers onto the Holding or
ments or signs at the Holding; |
| e) | not v
take | or written consent to sell any grass or
k; |
| f) | not v
the H | or written consent to keep or plant on
modified crops; |
| g) | not
conv
Gras
Hold | prior written consent to break up or
t of the Holding that is Permanent
opsoil, turf, stone or gravel from the |
| h) | not v
the H
the H
area
Paym | or written consent to take any part of
l use but the Tenant shall not require
the designation of any ecological focus
are required to receive the Greening |
| i) | not v
or p
capit | or written consent to enter the whole
any agri-environmental scheme or
similar scheme; |
| j) | to ta
of al
the V
Hold | preserve and prevent the destruction
her wild birds listed in Schedule 2 to
Act 1981 and all deer and fish at the |
| k) | not t
with
Conc | at the Holding except in compliance
and with the Cross Compliance |
| l) | to in
of a
Hea | the APHA immediately of any outbreak
named in section 88 of the Animal
er made under it; |
| m) | to in
Hold
statu | plant, pests or diseases affecting the
quarantine organisms and subject to |
| n) | to co
any
Land | endation or direction from the APHA,
or any reasonable request from the
r treatment of any disease; |
| o) | to ta
free
dise
verm | practicable steps to keep the Holding
ects and other pests and free from
s, moles, rabbits, rats and other |
| p) | to ne
the H
or t
ende | liately if the Tenant finds growing on
eds specified in the Weeds Act 1959
t 2003 and to use all reasonable |

- q) to use the Holding in such a way as to ensure that timber, hedges and crops are not damaged by spraying and to comply with the latest statutory requirements for the use of pesticides;
- r) to keep and to make available on request to the Landlord a record of all stock and produce of the Holding and of any produce of the Holding together with the dates of removal and evidence of crops grown on the Holding including pesticide application records, seed and planting records;
- s) to keep and to make available on request to the Landlord a record (including evidence) of all fertilisers applied to the Holding and a record of what provision has been or is to be made for the removal of the full equivalent of forage or other produce sold off or removed from the Holding;
- t) in the event of the removal of any crops, forage or other produce sold off or removed from the Holding to return to the Holding the full equivalent of the produce removed in better condition than it was in at the date of removal as assessed by the soil assessment annexed to the Holding;
- u) in the event of the removal of any crops, forage or other produce sold off or removed from the Holding to farm and cultivate the Holding in accordance with the reasonable requirements of the Landlord and to allow the Landlord to enter the holding at any time to inspect or to cultivate any land in the Holding.

3.1.14 With regard to the Holding:

- a) not to erect any buildings or other structures on or in addition to the Holding [except that the Tenant may erect temporary livestock handling equipment] and not to remove or alter any fences, hedges, gates, ditches or boundaries of the Holding; and
- b) not to cut, lop, pollard or remove any trees, hedges, fruit or other trees, coppice, saplings or other vegetation without the prior written consent of the Landlord.

3.1.15 With regard to the Holding:

- a) to comply with all statutory requirements relating to the Holding or to the Tenant's business carried on at the Holding;
- b) within 14 days of receipt by the Tenant of any notice or other communication from the Landlord to send a copy to the Landlord and to take all necessary steps to comply with the communication and take any other action which the Landlord acting reasonably may require;
- c) to obtain all necessary licences and consents for the discharge of effluents from the Holding and to provide copies to the Landlord of all such licences and consents.

- d) not to exercise any water abstraction licence in place on the Holding;
 - e) not to exercise any permission for the Holding or change the use of the Holding;
 - f) to comply with any permissions relating to or affecting the Holding;
 - g) to comply with any obligations of the Landlord relating to the Title Matters; and
- 3.1.16 Not to do anything which might prejudice the rights of third parties under the Title Matters.

3.1.16 Not to allow any easements to be acquired over the Holding. If an easement is acquired over the Holding in the acquisition of a right or easement, the Tenant shall:

- a) the Tenant shall not exercise the easement; and
- b) the Tenant shall not exercise the easement in any way that the Landlord requires in writing so long as the Landlord meets the requirements of the easement and the easement is not adverse to the Tenant's business interests.

3.1.17 With regard to the Holding, the Tenant shall:

- a) not to let the Holding or any part of the Holding to another;
- b) not to let the Holding or any part of the Holding to be occupied by the whole or any part of the Holding;
- c) not to let the Holding or any part of the Holding to be possessed or occupied of the whole or any part of the Holding;
- d) not to let the Holding or any part of the Holding;
- e) not to let the Holding or any part of the Holding; and
- f) not to let the Holding or any part of the Holding;
- g) not to let the Holding or any part of the Holding to be let, partnership, share-farming agreement, contract, management agreement or shared occupation of the Holding; and
- h) not to let the Holding or any part of the Holding to be let, partnership, share-farming agreement, contract, management agreement or shared occupation of the Holding in favour of any other person to enjoy the use or benefit of the Holding.

3.1.18 To permit the Landlord to enter the Holding on any suitable part of the Holding a notice for the purpose of allowing potential tenants and buyers to view the Holding at reasonable times (accompanied by the Landlord).

3.1.19 With regard to the Holding, the Tenant shall:

- a) to insure the farming stock and crops with an insurance policy provided by the Landlord to the full market value by any of the Insured Risks;
- b) to maintain the insurance in relation to the Holding with an insurance policy approved by the Landlord of at least [five] years in respect of each claim;
- c) to provide a summary of the main terms of the insurance to above and evidence that the premium is paid;
- d) to co-operate with the requirements of any insurers in relation to the Holding and not to do anything which could invalidate any claim;
- e) if the insurance is to be increased to do anything which increases any insurance provided by the Landlord to repay the Landlord on demand.

3.1.20 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease on or before the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.

3.1.21 Where the Tenant or in connection with this Lease, to pay the VAT on any sum by way of a refund or indemnity to any person in respect of any VAT incurred on that sum by the Landlord or any other person, except to the extent that the Landlord or other person has paid such VAT under the Value Added Tax Act 1994.

3.1.22 The Tenant shall indemnify the Landlord against all liabilities, expenses and losses suffered or incurred by the Landlord in connection with:

- a) any breach of the covenants in this Lease;
- b) any claim made by the Tenant or any other person on the Holding in respect of any liability, actual or implied authority; or
- c) the exercise of any power from the Holding.

3.1.23 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and (where necessary) repainting any Conduits, structures or other items which are capable of being used by the Holding in connection with the use of the Holding to comply with any reasonable regulations made from time to time in connection with the use of the Holding.

3.1.24 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall ensure that this Lease to apply to the Land Registry and once the registration has been completed, the Tenant shall provide to the Landlord the original of this Lease.

3.1.25 At the end of the term of the Lease, the Tenant shall deliver to the Landlord the original of this Lease.

Lease and
to close
noted ag

3.1.26 To notify
under this
procure
deed of
guarantor

as the Landlord reasonably requires
and to remove entries in relation to it
registered title.

guarantor of the Tenant's obligations
ent and if the Landlord so requires to
ceptable to the Landlord enters into a
ord in the same terms as the original

4. Landlord's Covenants

The Landlord covenants
other sums due and c
Tenant to have quiet
Landlord or any other
otherwise permitted by

ct to the Tenant paying the rents and
ions under this Lease, to permit the
ing without any interruption by the
or in trust for the Landlord except as

5. Basic Payment Scheme

5.1 The Landlord le

the Tenant for the Term.

5.2 The Landlord and
Payments Servi

ey are registered on the Rural

5.3 As soon as poss
register this Lea

s Lease, the Landlord shall apply to
ntitlements with the RPA.

5.4 The Landlord and
Entitlements to b
Basic Payment S

necessary steps for the lease of the
ossible and no later than the next
line.

5.5 The Tenant con
Basic Payment S
from the Tenant
Entitlements will

ive farmer for the purposes of the
. Any loss of Entitlements resulting
quirements relating to the transfer of

5.6 The Tenant sha

5.6.1 maintain
hectares

e maximum number of eligible

5.6.2 use best
entitlemente
that are a

y additional or replacement
under the Basic Payment Scheme
without requiring expenditure;

5.6.3 claim pay
so as no

s under the Basic Payment Scheme
Entitlements;

5.6.4 not trans
anything
the Entitl
Holding a

Entitlements, or do or omit to do
eduction of Entitlements or in any of
ilable for use in relation to the

5.6.5 keep cop
relation t
additional
request;

mitted and materials received in
heme, the Entitlements and any
e the Landlord with copies on

5.6.6 notify the
relating t
Greening
in the nu

ays of receiving documentation
e Basic Payment Scheme, the
pliance Conditions or any change
the Entitlements;

5.6.7 comply with the Compliance Conditions, the requirements for full Green Deal Entitlements and the requirements for full payment under the Basic Payment Scheme;

5.6.8 co-operate with the RPA on visit to the Holding by the RPA;

5.6.9 if required by the Landlord, provide the Landlord's approval of the contents of any application submitted to the RPA or Defra relating to the Holding by the end of the Term;

5.6.10 during the Term, obtain the Landlord's prior consent to:

- a) all management of the Entitlements; and
- b) all management of the Holding that might affect the Entitlements, or any other person farming the Holding under the Basic Payment Scheme

5.6.11 before the end of the Term, transfer all the Entitlements and any additional Entitlements to the Landlord or the Landlord's nominee; and

5.6.12 co-operate with any tenant of the Landlord to enable the Landlord to obtain the Basic Payment Scheme Entitlements under the Basic Payment Scheme

5.7 The Landlord shall ensure that the Tenant complies with the Compliance Conditions, the requirements for full payment under the Basic Payment Scheme and the requirements for full payment under the Basic Payment Scheme in respect of the Holding for the remainder of the Term.

6. Farm Business Tenancy

The Landlord and Tenant shall confirm that the tenancy created by this Lease is intended to be a farm business tenancy.

7. Provisos and Agreements

7.1 The parties agree that:

- 7.1.1 any rent payable by the Tenant shall be paid in advance of time rent is allowed to be in arrears (whether formally demanded or not); or
- 7.1.2 the Tenant shall not be allowed to sublet the Holding [or]
- 7.1.3 there is a covenant in the Lease prohibiting the Tenant from subletting the Holding; or
- 7.1.4 the Tenant shall not be allowed to sublet the Holding (or any part of them) at any time after the end of the Term, and on doing so the Landlord may enforce this will not affect any right or remedy available to the Landlord.

7.2 Nothing in this Lease shall prevent the Landlord from releasing or modifying any covenants, rights or conditions to which any adjoining land is subject.

7.3 The parties agree that a person who is not a party to this Lease has no right to enforce, or to prevent the Landlord from releasing or modifying any covenants, rights or conditions to which any adjoining land is subject.


- arising solely by (Rights of Third Parties) Act 1999 to enforce any term
- 7.4 The Tenant acknowledges that its use of the Holding in this Lease constitutes or shall constitute a representation that the Holding may lawfully be used for any purpose
- 7.5 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation by or on behalf of the Landlord.
- 8. Notices**
- 8.1 Any notice given with this Lease must be in writing and sent by pre-paid delivery to or otherwise delivered to or left at the address specified in clause 8.2 or to any other address in the United Kingdom which the Tenant has specified as its address for service by giving written notice under this clause 8.
- 8.2 A notice served on the Tenant shall be deemed to have been served on:
- 8.2.1 a company registered in the United Kingdom; or
- 8.2.2 anyone else at the party's principal place of business or residence.
- 8.3 Any Notice given to the Tenant shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to the recipient's address if delivered to or left at that address.
- 8.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this clause 8.
- 9. [Termination by Landlord]**
- 9.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by serving a Break Notice on the Tenant.
- 9.2 The Landlord may terminate this Lease at any time after the death of the Tenant (or when there is no surviving Tenant) by serving a Break Notice on the Tenant.
- 9.3 If the Lease ends under this clause 9, this will not affect the rights of any party for any period specified in this Lease.
- 9.4 The Landlord shall retain the right to all payments of Rent that relate to a period after the termination of the Lease.]
- 10. [Termination by Tenant]**
- 10.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by serving a Break Notice on the Landlord.
- 10.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and gives up possession of the Holding and leaves behind no continuing

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11.1.3 The Guarantor is primary obligor to indemnify the Landlord for all claims, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company voluntary arrangement or other scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 11.

11.2.1 at the Holding (including payment of the Landlord's costs) and of the Holding:

b) ending on the date this Lease would have ended if the disclosure of the log-off had not happened;

d) other [REDACTED] and conditions as this Lease; or

11.3 If clause 11.2.2 [REDACTED] of the payment in full, the Landlord

- must release the Guarantor from all obligations under this clause 11 (but that will not affect the obligations of the Tenant in relation to any prior breaches).
- 11.4 The Guarantor's obligations under this clause 11 shall be discharged by:
- 11.4.1 any failure by the Guarantor to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or the Landlord;
- 11.4.2 any variation of the Lease (not that a surrender of part will end the Lease in respect of the surrendered part);
- 11.4.3 any right of the Guarantor to claim that the Tenant or the Guarantor may have committed a breach;
- 11.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord;
- 11.4.5 any amalgamation, reconstruction or other business reorganisation of any party with any other person, any change of control of the whole or any part of the assets or liabilities of any person;
- 11.4.6 the existence of a winding up order in relation to the Guarantor or of an Act of Insolvency in relation to the Guarantor;
- 11.4.7 anything else required or permitted by the Landlord by deed.
- 11.5 The Guarantor shall not be liable in competition with the Landlord in the event of the insolvency of the Tenant to take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 11.6 Nothing in this clause 11 shall create any liability on the Guarantor that exceeds the liability which would have been incurred had it been the tenant of this Lease.]
- 12. Dispute Resolution**
- 12.1 Any dispute arising out of or in connection with this Lease shall be referred to arbitration in accordance with the Arbitration Act 1996 (as amended) and is not required under the ATA 1995 to be referred to arbitration.
- 12.2 The Independent Expert shall:
- 12.2.1 invite the parties to make written submissions;
- 12.2.2 give the parties an opportunity to make counter submissions;
- 12.2.3 give written reasons, which will be binding on the parties; and
- 12.2.4 be paid by the Tenant in the shares and in the manner determined by the Independent Expert (a decision, in equal shares).
- 13. Applicable Law and Jurisdiction**
- 13.1 This Lease and any dispute arising out of or in connection with it will be governed by the law of England and Wales.
- 13.2 Subject to clause 12, the parties agree that any dispute arising out of or in connection with this Lease requiring a dispute to be referred to arbitration shall be referred to arbitration in accordance with the Arbitration Act 1996 (as amended) and is not required under the ATA 1995 to be referred to arbitration.

be settled by a court in England and Wales, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this lease, including in relation to any non-contractual obligations.

13.3 Any party may apply to the courts of England and Wales for an order for specific performance of the obligations arising out of or in connection with this lease, including in relation to any non-contractual obligations.

THIS LEASE has been executed and dated

[Execution clauses for landlord and tenant]

Executed as a deed by affixing the common seal of <<Landlord's Name>> in the presence of

Director

Director/Secretary

OR (alternative company execution clause)

Executed as a deed by <<Landlord's Name>> acting by [a director and its secretary] [two directors]

OR (alternative company execution clause)

Executed as a deed by <<Landlord's Name>> acting by a director in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the lease is a deed)

Signed as a deed by

in, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this lease, including in relation to any non-contractual obligations.

of the courts of England and Wales for an order for specific performance of the obligations arising out of or in connection with this lease, including in relation to any non-contractual obligations.

ered on the day on which it has been

<<Affix seal here>>

ature:

Director

ature:

[Director][Secretary]

ature:

Director

<<Landlord's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing
the common seal of
<<Tenant's Name>>
in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>
acting by [a director and its
secretary] [two directors]

signature:

Director

signature:

[Director][Secretary]

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>
acting by a director in the
presence of

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where)

Signed as a deed by

<<Tenant's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantor]

Executed as a deed by affixing
the common seal of
<<Guarantor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Guarantor's Name>>
acting by [a director and its
secretary] [two directors]

signature:

Director

signature:

[Director][Secretary]

OR (alternative company execution)

Executed as a deed by
<<Guarantor's Name>>
acting by a director in the
presence of

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the guarantor (individual))

Signed as a deed by
<<Guarantor's Name>>

in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule to the Tenant

1. The right to connect to the Holding provided that the Landlord and serving the time to time replace or re-route the Conduits.
2. [The right in common with the Landlord to use those parts of the Holding which are shown edged green on the plan attached to the Lease] [designated from time to time by the Landlord] to gain access to the Holding with or without vehicles and machinery and animals and the Landlord may from time to time change the route of the accessway
3. <<Insert details of any other rights to the Tenant>>
4. [Except as mentioned above the Lease does not include any right over neighbouring property, and the Lease is subject to the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* does not include any right over neighbouring property]

Second Schedule – Rights Reserved to the Landlord

1. The right to use and control any Conduits on the Holding which are in existence at the date of this Lease or constructed during the Term and the right to lay, repair, maintain and replace any Conduits, roads or fences benefitting the Landlord or the Holding.
2. The right to use all roads and other rights of way across the Holding.
3. The right to enter the Holding at any time if the Landlord is expressly entitled or required to do under the Lease or for any other reasonable purposes in connection with this Lease or the Holding. The Landlord must:
 - a) give the Tenant reasonable notice (except in the case of emergency, when notice may be reasonably practicable);
 - b) cause as little physical damage as is reasonably practicable; and
 - c) repair any physical damage caused by the Landlord as soon as reasonably practicable.
4. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord owns them) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Holding.
5. The right, where necessary, to place scaffolding and other equipment onto the Holding and to use the same in exercising the Landlord's rights under this Lease.
6. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant.
7. The right to enter into any agreement, easement, contract or licence affecting the Holding to allow agents of the grantee to enter the Holding with or without machinery to carry out works on the Holding, at the grantee's expense, which may be required under those agreements and the relevant laws or other payments due under any current or future wayleave, agreement, contract or licence relating to the Holding.
8. The right to enter the Holding during the Term. The Landlord may require the Tenant to provide the Landlord's reasonable requirements relating to the provision of consent and entry into the Holding and to provide relevant documentation.
9. The exclusive right to any archaeological artefacts discovered on the Holding.
10. The right to extract water from any well on or under the Holding.
11. The right to all game, other than wild birds and the exclusive right to enter the Holding to kill and take them away and the exclusive right to hunt, on or over the holding.

12. The right to enter the Holding and to hunt rabbits, hares, mink and other pests, subject to the Ground Game (Amendment) Act 1906.
13. The right to all timber, minerals, quarries and minerals and all stones, sand, brick-earthenware, in or under the Holding, with the right of access to cut, remove the same, provided that the person exercising these rights shall pay any physical damage caused or pay compensation for it.
14. The right to support and to use any premises owned by the Landlord from the Holding.
15. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired).
16. <<Insert details of any other rights reserved to the Landlord>>

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