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<p>LR1. Date of lease</p>	<p><<Insert date in full>></p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><<Insert Landlord's title number(s)>></p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p><<Insert other title number(s)>></p>
<p>LR3. Parties to this lease</p> <p><i>Give full names, and addresses, of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i></p> <p><i>For overseas entities, see the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009.</i></p> <p>a) <i>The territory of incorporation of the Landlord</i></p> <p>b) <i>The overseas company name of the Landlord as registered in the Companies House register, the Tenant pursuant to the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009. If the Landlord is an 'overseas entity ID number' holder, the ID number.</i></p> <p>c) <i>Where the entity is not registered in the Companies House register, the place of business of the Landlord and the registered number of the Landlord in the Companies House register.</i></p> <p><i>Further details on overseas entities are found in practice guide.</i></p>	<p>Landlord</p> <p><<Insert name of Landlord>></p> <p><<Insert address of Landlord>></p> <p><<Insert company number>></p> <p>Tenant</p> <p><<Insert name of Tenant>></p> <p><<Insert address of Tenant>></p> <p><<Insert company number>></p> <p>Guarantor (if any)</p> <p><<Insert name of Guarantor>></p> <p><<Insert address of Guarantor>></p> <p><<Insert company number>></p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p><<Insert name of other party>></p> <p><<Insert address of other party>></p> <p><<Insert company number>></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or a schedule in this lease, stating the property being leased is referred to as</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Holding>></p>

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

LR5. Prescribed statements etc

If this lease includes a statement in clause LR5.1, insert under that sub-clause a relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

This lease is made under, or by virtue of, provisions of:
the Leasehold Reform Act 1967
the Leasehold Reform Act 1985
the Leasehold Reform Act 1988
the Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (or statements completed) from the three options below

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.

including the commencement date>>

including the expiry date>>

as specified in this lease at clause/paragraph << >>

as follows:
term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of any provision.

contains a provision that prohibits or restricts dispositions.

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LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants in the lease by the Landlord other than the Property

Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the paragraph of a schedule which sets out the rent charged

None

LR13. Application for planning permission or other restriction

Set out the full text of the restriction and the title number entered. If you wish to use the standard form of restriction

N/A

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apply for each of them, tell us who
against which title and set out the
the restriction you are ap

Standard forms of restriction are
Schedule 4 to the Land Registr
2003.

**LR14. Declaration of trust where
more than one person comp
Tenant**

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

If the Tenant is more than o
complete this clause by omitting o
inapplicable alternative statement

nt is more than one person. They are to
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 Interpret

1.1 In this Agreement
terms shall have

text otherwise requires, the following

'Act of Insolvency'

means:

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)

step-in connection with any voluntary
er 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
rescribed 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 of
tion of solvency has been filed with the

for a winding-up order or a winding-up
nant or any guarantor;

ant or any guarantor from the Register of

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the making of an application for the Tenant or any guarantor to be struck-off;

or any guarantor otherwise ceasing to exist (but not where the Tenant or any guarantor dies); or
the making of an application for a bankruptcy order, the making of a petition for a bankruptcy order or the making of an order against the Tenant or any guarantor.

These provisions shall apply in relation to a partnership or limited liability company (as defined in the Partnership Act 1890 and the Limited Liability Companies Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

This includes any analogous proceedings or events that may occur under the legislation of another jurisdiction in relation to a partnership or company incorporated or domiciled in such relevant jurisdiction.

'Annual Rent'	<> per year exclusive of VAT;
'APHA'	the Plant Health Agency and anybody from time to time in a similar role;
'ATA 1995'	the Landlord and Tenant Act 1995;
'Rural Payments Agency'	the Rural Payments Agency (previously known as the Basic Payment Agency) responsible for the administration of the delinked Basic Payment in England and any other body from time to time;
'Break Date'	at least <<insert number, e.g. 6 or 12>> months after the date of the Break Notice;
'Break Notice'	the notice to terminate this Lease on the Break Date and the date;
'Conduits'	the supply or removal of water, sewage, electricity and other utilities;
'Cross Compliance Conditions'	the management requirements and the standards for the environmental condition of land listed in EU legislation and all associated legislation and guidance;
'Defra'	the Department for Environment, Food and Rural Affairs and any other government department;
'Entitlements'	the payments under the Rural Payments Agency and any other schemes [details of which are set out below];

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	< >> : << >> y region: << >>];
'Greening Payment'	ent established by EU Regulation 1307/2013 for reening agricultural practices beneficial for the onment and any similar replacement payment established under domestic legislation;
'Holding'	scribed in paragraph LR4 at the beginning of this mber: << >> >>;
'Independent Expert'	expert agreed by the Landlord and Tenant or in ominated by the President for the time being of the artered Surveyors at the written request of the
'Insured Risks'	, lightning, explosion, storm, flood, subsidence, quake, burst or overflowing water pipes, tanks or aircraft or other aerial devices and any articles impact by vehicles, riot, civil commotion and ne extent, in each case, that cover is generally mmercial terms in the UK insurance market at the aken out, and any other risks which the Landlord rom time to time, subject in all cases to any nd exclusions imposed by the insurers;
'Interest'	ate of <<rate of interest on outstanding payments r year above the base rate for the time being of (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant;
'Landlord'	itled to the immediate reversion to this Lease;
'Landlord's Neighbouring Property'	the Landlord near to the Holding [shown edged ed to this Lease];
'Permanent Grassland'	ow grasses or other herbaceous forage that has op rotation for the last five years as defined in 7/2013;
'Permitted Use'	ng for agricultural purposes only;

'Rent'	means all...	by this Lease;
'Rent Commencement Date'	means <<...	t to be paid>>;
'Rent Days'	means [2... year;	September and 25 December] in each
'Rural Payments Service'	means the... for transfe	al Payments Agency applications and linked payments
'RICS'	means the	rted Surveyors;
'Schedule of Condition'	means the	f any) attached to this Lease;
'Tenant'	includes s	signs;
'Term'	means the Lease;	agraph LR6 at the beginning of this
'Title Matters'	means the list of do wayleaves	in the following documents: <<insert landlord's title to the Holding, e.g. nmental schemes>>;
'VAT'	means va... and any s	e under the Value Added Tax Act 1994 ditional tax.

- 1.2 Unless the conte...
 - 1.2.1 “writing” c...
 - 1.2.2 a “working...
or a bank
 - 1.2.3 a statute...
provision
 - 1.2.4 “this Agr...
Schedule
 - 1.2.5 a Schedu...
 - 1.2.6 a clause o...
than the S
 - 1.3 In this Agree...
 - 1.3.1 any refer...
unincorp
 - 1.3.2 words im...
 - 1.3.3 words im...
 - 1.3.4 obligatio...
jointly an
- ...ch reference in this Agreement to:
...ut not email;
...ny day other than a Saturday, Sunday
...and and Wales;
...tute is a reference to that statute or
...ed at the relevant time;
...to this Agreement and each of the
...mented at the relevant time;
...greement; and
...ce to a clause of this Agreement (other
...h of the relevant Schedule.
- ...des a natural person, corporate or
...not having separate legal personality);
...ber include the plural and vice versa;
...de any other gender;
...an one person are owed by or to them

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1.3.5 of the Term include any sooner determination of an by effluxion of time;

1.3.6 Tenant not to do an act or thing includes an t or suffer such act or thing to be done;

1.3.7 neglect or default of the Tenant include the act, any occupier of the Holding and their respective

1.3.8 to not form part of this Lease and are not to be s construction or interpretation; and

1.3.9 lease include any document supplemental or ed into pursuant to its terms.

1.4 The l its int ent are for convenience only and shall not affect

2. Demise and

2.1 The dding to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche Neigh reserving for the benefit of the Landlord's to the hts set out in the Second Schedule, and subject

2.2 The T

2.2.1 equal payments in advance by bankers' standing it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;

2.2.2 om the Tenant to the Landlord under this Lease;

2.2.3 er this Lease.

3. Tenant's Co

3.1 The T e Landlord:

3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.

3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether not), or if the Landlord refuses to accept rent so ch of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on refused from the due date until the date on which

3.1.3 he Landlord against all existing and future rates, and financial impositions charged on the Holding

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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3.1.4

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es, charges, and financial impositions are payable
ding together with other property, to pay a fair
nt payable.

3.1.5

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e Landlord against all charges incurred relating to
and surface water drainage, electricity, oil,
ecommunications, internet, data communications
or utilities supplied to the Holding (including all
meter rents) or a fair proportion of the costs where
is shared with any other property and is not

3.1.6

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ating relief because it has been allowed during the
make good that loss to the Landlord on demand.

3.1.7

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ean and tidy and clear of rubbish and to keep all
fences, hedges, field walls, stiles, gates, cattle
, ponds, watercourses, sluices, ditches, roads and
stantial repair and condition [but the Tenant need
any better state of repair than it was in at the date
nced by the Schedule of Condition].

3.1.8

L

:
olding to the Landlord in the repair and condition
s Lease;

3.1.9

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he Holding the Tenant's livestock, equipment,
sonal possessions; and
y, straw, roots and green crops then remaining
and all unused manure and compost properly
e convenient place on the Holding.

3.1.1

he Term, any of the Tenant's possessions remain
he Tenant fails to remove them within <<e.g. 7
uested in writing by the Landlord to do so:

may as the agent of the Tenant sell the
ust indemnify the Landlord against any liability
o any third party whose possessions have been
dlord in the mistaken belief that the possessions
e Tenant; and

must pay to the Tenant the sale proceeds after
costs of transportation, storage and sale incurred
l.

at all reasonable times on reasonable prior notice
to enter and inspect the Holding and:

or its agents gives to the Tenant (or leaves on the
of any repairs or maintenance which the Tenant
arry out or of any other failure by the Tenant to
bligations under this Lease, to repair the Holding
such failure in accordance with the notice within
months from the date of the notice (or sooner if

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does not comply with clause 3.1.10 a), to permit the Tenant to enter the Holding and carry out the works at the Tenant's expense and to pay to the Landlord on demand (as a contractual debt) the proper expenses of such works (including all legal costs and other fees).

3.1.1

The Landlord shall be entitled to exercise any right to enter the Holding to do works, to employ contractors, agents and professional advisors, and to do so at any reasonable time (whether or not during usual business hours) except in the case of an emergency after having given notice (which need not be in writing) to the Tenant.

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3.1.1

The Landlord shall be entitled on demand on an indemnity basis all costs, expenses and other expenses (including legal costs and other expenses) properly incurred by the Landlord (or which otherwise would have been incurred by the Landlord) in connection with or in contemplation of the exercise of any of the rights referred to in clause 3.1.10.

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The Tenant shall be bound by all the terms and conditions of the Lease, including the Tenant's obligations in this Lease, including the obligation to give notice and service of a notice under section 146 of the Landlord and Tenant Act 1925;

The Tenant shall be bound by the Tenant's obligations for consent under this Lease, including the obligation to give notice and service of a notice, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

3.1.1

The Landlord shall be bound to give notice and service of a schedule of dilapidations served on the Tenant within six months after the end of the Term.

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The Holding shall be used only for the Permitted Use and to farm all or part of the Holding for the purposes of a trade or business throughout the Term in compliance with section 1(2) of the ATA.

The Tenant shall cultivate the Holding in compliance with the Cross Compliance conditions, the requirements for full Greening and otherwise in accordance with the rules of good agricultural practice set out in the Agriculture Act 1947, the terms of this Lease and industry standards set out in the Defra codes of practice and to keep the Holding in good heart and good order.

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The Tenant shall not use the Holding for any purpose or in any manner that causes or is likely to cause loss, damage, injury, nuisance or inconvenience to any other tenants of the Landlord or any owner or occupier of neighbouring property;

The Tenant shall not allow caravans, campers or travellers onto the Holding or display any advertisements or signs at the Holding;

The Tenant shall not sell any grass or hay to a third party's livestock;

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The Tenant shall not keep or plant any genetically modified crops;

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Landlord's prior written consent to break up or remove any part of the Holding that is Permanent remove any topsoil, turf, stone or gravel from the

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Landlord's prior written consent to take any part out of agricultural use but the Tenant shall not Landlord's consent to the designation of any areas on the Holding that are required to receive payment;

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Landlord's prior written consent to enter the whole Holding into any agri-environmental scheme or scheme or any similar scheme;

able steps to preserve and prevent the destruction of fowl and other wild birds listed in Schedule 2 to the Countryside Act 1981 and all deer and fish at the

vegetation at the Holding except in compliance with applicable laws and with the Cross Compliance

Landlord and the APHA immediately of any disease of livestock named in section 88 of the Act 1981 or in any order made under it;

Landlord of any plant, pests or diseases affecting that are classified as quarantine organisms and statutory control;

any recommendation or direction from the APHA, statutory body or any reasonable request from the prevention or treatment of any disease;

reasonable and practicable steps to keep the Holding free from infestation by insects and other pests and free from mole-heaps, moles, rabbits, rats and other

Landlord immediately if the Tenant finds growing on the Holding any injurious weeds specified in the Weeds Act 1959 or the Weeds Act Control Act 2003 and to use all reasonable steps to remove them;

reasonable care to ensure that timber, hedges and other structures are not adversely affected during spraying and to comply with the codes of practice on the use of pesticides;

produce on request to the Landlord a record of all crops produced on the Holding and of any produce (stock) sold off the Holding together with the dates of sale on the Holding and evidence of crops grown on the Holding during the Term including pesticide application records, and seed invoices;

produce on request to the Landlord a record (together with other evidence) of all fertilisers applied to the Holding including a record of what provision has been or is to be made for the return to the Holding of the full equivalent

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of all crops, forage or other produce sold off or the Holding;

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r of the Term to return to the Holding the full curial value of all crops, forage and other produce removed from the Holding [except that the Tenant is to put the soil in any better condition that it was in at the start of the Lease as evidenced by the soil assessment report at the start of the Lease]; and

3.1.1

of the Term to farm and cultivate the Holding in accordance with the reasonable requirements of the Landlord. The Tenant shall give reasonable notice to allow the Landlord to enter the Holding after harvest to cultivate any land in the Holding.

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ons:

y alteration or addition to the Holding [except that the Tenant may erect temporary livestock handling equipment] and shall not remove or alter any fences, hedges, gates, ditches or other structures forming the boundaries of the Holding; and

3.1.1

the Landlord's prior written consent to cut, lop, trim, remove or plant any hedges, fruit or other trees, coppice, brambles or underwoods.

bligations in respect of the Holding:

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all laws relating to the Holding or to the Tenant's occupation of the Holding;

ays of receipt by the Tenant of any notice or other communication affecting the Holding to send a copy to the Landlord without delay to take all necessary steps to comply with it or other communication and take any other action in accordance with it as the Landlord acting reasonably may require;

necessary licences and consents for the discharge of effluent from the Holding and to provide copies to the Landlord on request;

the terms of any water abstraction licence in place

or any planning permission for the Holding or any part of the Holding;

any planning permissions relating to or affecting the Holding and

the obligations of the Landlord relating to the Title of the Holding as those obligations relate to the Holding and not to interfere with the rights of third parties under the Title.

3.1.1

or easements to be acquired over the Holding. If they do result in the acquisition of a right or easement:

st notify the Landlord; and

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st help the Landlord in any way that the Landlord
event that acquisition so long as the Landlord
ant's costs and it is not adverse to the Tenant's
sts to do so.

3.1.1

on:

Holding on trust for another;

another to occupy the whole or any part of the

A

h or share the possession or occupation of the
part of the Holding;

the whole or any part of the Holding;

the whole or any part of the Holding; and

the whole or any part of the Holding;

nto any partnership, share-farming agreement,
g agreement, management agreement or shared
reement affecting the Holding; and

M

y right or licence over the Holding in favour of any
allow any other person to enjoy the use or benefit

3.1.1

during the last three months of the Term to enter
keep on any suitable part of the Holding a notice
and to allow potential tenants and buyers to view
able times (accompanied by the Landlord or its

3.1.1

ce:

ve and dead farming stock and crops with an
pany approved by the Landlord to the full market
oss or damage by any of the Insured Risks;

P

ilic liability insurance in relation to the Holding with
company approved by the Landlord of at least
n pounds in respect of each claim;

Landlord with a summary of the main terms of the
cies referred to above and evidence that the
e been paid;

the requirements of any insurers in relation to the
ot to do or omit to do anything which could
nsurance; and

oes or omits to do anything which increases any
mium payable by the Landlord to repay the
mium to the Landlord on demand.

3.1.2

ct of all taxable supplies made to the Tenant in
ease on the due date for making any payment or,
which that supply is made for VAT purposes.

L

3.1.2

bliged, under or in connection with this Lease, to
ny other person any sum by way of a refund or
mount equal to any VAT incurred on that sum by

E

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person, except to the extent that the Landlord or credit for such VAT under the Value Added Tax Act

3.1.2 indemnify the Landlord against all liabilities, expenses, costs and losses suffered or incurred by the Landlord in connection with:

(a) the Tenant's covenants in this Lease;

(b) the commission of the Tenant or any other person on the Holding of the Tenant's actual or implied authority; or

(c) the presence of any livestock from the Holding.

3.1.2 The Landlord shall reimburse the Tenant a fair proportion (to be determined by agreement) of the costs, fees and expenses properly incurred by the Tenant in repairing, replacing, maintaining, cleansing and painting any Conduits, structures or other items capable of being used by the Holding in common with the Landlord and to comply with any reasonable regulations made by the Landlord from time to time in connection with the use of such

3.1.2 The Landlord shall ensure that the Lease is registered to compulsory registration at the Land Registry, and that the date of this Lease to apply to the Land Registry and once the registration has been completed to transfer the relevant titles to the Landlord.

3.1.2 The Tenant shall deliver to the Landlord the original of this Lease and all documents as the Landlord reasonably requires to close the Lease and to remove entries in relation to it noted against the relevant title.

3.1.2 The Landlord shall, if any guarantor of the Tenant's obligations under this Lease becomes insolvent and if the Landlord so requires to procure a replacement guarantor acceptable to the Landlord enters into a deed of assignment with the Landlord in the same terms as the original guarantor.

4. Landlord's

The Landlord shall, subject to the Tenant paying the rents and other sums due under this Lease, to permit the Tenant to have possession of the Holding without any interruption by the Landlord or any other person or in trust for the Landlord except as otherwise permitted by law.

5. Rural Payments

5.1 The Landlord shall make the necessary arrangements to the Tenant for the Term.

5.2 The Tenant shall confirm that they are registered on the Rural Payments Agency.

5.3 As soon as possible after the grant of this Lease, the Landlord shall apply to the Rural Payments Agency for the registration of the Entitlements with the Rural Payments Agency.

5.4 The Landlord shall take all necessary steps for the lease of the Entitlements as soon as possible and no later than the next business day after the date of the grant of this Lease.

5.5 The Tenant shall be an active farmer for the purposes of the Rural Payments Agency.

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delin...
Tenan...
Entitl...

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The

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5.6.5

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5.6.7

5.6.8

5.6.9

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5.6.1

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criteria. Any loss of Entitlements resulting from the
any requirements relating to the transfer of
the Tenant.

ments upon the maximum number of eligible
g;

to obtain any additional or replacement
y payment under the Rural Payments Agency
e Holding without requiring expenditure;

Entitlements under the Rural Payments Agency
r all of the Entitlements;

charge the Entitlements, or do or omit to do
a loss or reduction of Entitlements or in any of
ning unavailable for use in relation to the Holding

uments submitted and materials received in
payments Agency, the Entitlements and any
and provide the Landlord with copies on

in seven days of receiving documentation
ts under the Rural Payments Agency, the
e Cross Compliance Conditions or any change in
ature of the Entitlements;

Compliance Conditions, the requirements for full
d the requirements for full payment under the
cy;

ny inspection visit to the Holding by the Rural

lord, obtain the Landlord's approval of the
o be submitted to the Rural Payments Agency or
olding, both during and after the end of the Term;

the Term, obtain the Landlord's prior consent to:
ning the management of the Entitlements; and

ning the management of the Holding that might
the Landlord, or any other person farming the
e full payment under the Rural Payments Agency
Payment;

Term, transfer all the Entitlements and any
to the Landlord or the Landlord's nominee; and

ndlord and any tenant of the Landlord to enable
t a claim under the Rural Payments Agency
e Term.

with the Cross Compliance Conditions, the
g Payment and the requirements for full payment
ency in respect of the Holding for the remainder
the end of the Term.

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6. **Farm Business Tenancy**

The Landlord and Tenant (Covenants) Act 1995 and confirm that the tenancy created by this Lease is intended to be a farm business tenancy.

Each party hereby declares that each has received from the other a Notice in writing under section 1(1) of the Landlord and Tenant (Covenants) Act 1995 and confirm that the tenancy created by this Lease is intended to be a farm business tenancy.

7. **Provisos and Conditions**

7.1 The parties agree that the following provisions shall apply to this Lease:

7.1.1 The period of time for which rent is allowed to be in arrears e.g. 3 months from becoming due (whether formally demanded or not).

7.1.2 The provisions of this Lease; [or]

the provisions of this Lease; [or]

7.1.3 The provisions of this Lease; [or]

any other tenancy; or

7.1.4 The provisions of this Lease; [or]

the provisions of the Leasehold Property (Restrictions on Disposals) Regulations 1991 (the Regulations) in relation to the Holding (or any part of them) at any time after the date of completion of this Lease (but this will not affect any right or remedy available to the Landlord or Tenant under the Regulations).

7.2 Nothing in this Lease shall release the Tenant from the benefit of any covenants, rights or conditions to which the Holding is subject.

Nothing in this Lease shall release the Tenant from the benefit of any covenants, rights or conditions to which the Holding is subject.

7.3 The provisions of this Lease arising from the Contracts (Rights of Third Parties) Act 1999 shall not be enforceable by any person who is not a party to this Lease.

No person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 in relation to this Lease.

7.4 The Landlord warrants that nothing in this Lease constitutes or shall constitute a breach of any warranty that the Holding may lawfully be used for any purpose permitted by this Lease.

The Landlord warrants that nothing in this Lease constitutes or shall constitute a breach of any warranty that the Holding may lawfully be used for any purpose permitted by this Lease.

7.5 The Tenant warrants that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

The Tenant warrants that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

8. **Notices**

8.1 Any notice given in connection with this Lease must be in writing and sent to the recipient by first class post or special delivery or otherwise delivered to the recipient under clause 8.2 or to any other address in the written notice if the recipient has specified as its address for service by giving written notice in writing under this clause 8.

Any notice given in connection with this Lease must be in writing and sent to the recipient by first class post or special delivery or otherwise delivered to the recipient under clause 8.2 or to any other address in the written notice if the recipient has specified as its address for service by giving written notice in writing under this clause 8.

8.2 A notice shall be deemed to have been served if it is served on:

8.2.1 the recipient if it is a limited liability partnership registered in the United Kingdom, at its registered office; and

the recipient if it is a limited liability partnership registered in the United Kingdom, at its registered office; and

8.2.2 the recipient if it is an individual, at the party's principal place of business or at the recipient's principal place of business; or

the recipient if it is an individual, at the party's principal place of business or at the recipient's principal place of business; or

8.3 Any notice shall be deemed to have been served as served on the second working day after the date of posting by first class post or special delivery or at the time of delivery by first class post or special delivery or left at the recipient's address if delivered to or left at the recipient's address.

Any notice shall be deemed to have been served as served on the second working day after the date of posting by first class post or special delivery or at the time of delivery by first class post or special delivery or left at the recipient's address if delivered to or left at the recipient's address.

8.4 Section 1 of the Landlord and Tenant (Covenants) Act 1995 shall otherwise apply to notices given under this clause 8.

Section 1 of the Landlord and Tenant (Covenants) Act 1995 shall otherwise apply to notices given under this clause 8.

9. **Termination**

9.1 The Landlord reserves the right to terminate this Lease at any time [after <<insert date>>] by

The Landlord reserves the right to terminate this Lease at any time [after <<insert date>>] by

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servi Tenant.

9.2 The L his Lease at any time after the death of the Tenant (or w surviving Tenant) by serving a Break Notice on the Tena

9.3 If the Clause 9, this will not affect the rights of any party for an gation in this Lease.

9.4 The L the Tenant all payments of Rent that relate to a perio of this Lease.]

10. [Terminatio

10.1 The T his Lease at any time [after <<insert date>>] by servi Landlord.

10.2 This ate following a notice given by the Tenant if the Tena ent due up to the date of determination and gives up po and leaves behind no continuing underleases.

10.3 If the Clause 10, this will not affect the rights of any party for an gation in this Lease.

10.4 The L the Tenant all payments of Rent that relate to a perio of this Lease.]

11. [Guarantor'

11.1 The C ndlord that the Tenant will comply with all the 11.1. this Lease. If the Tenant defaults, the Guarantor and comply with those obligations;

11.1. andlord as primary obligor, and separate to the 11.1.1 above, to indemnify the Landlord against all es and expenses caused to the Landlord by the the rents or comply with the Tenant's covenants supplemental documents to this Lease); and

11.1. Landlord as primary obligor to indemnify the ses, costs, damages and expenses caused to the ant proposing or entering into any company , scheme of arrangement or other scheme having he effect of impairing, compromising or releasing ions of the Guarantor in this clause 11.

11.2 If the e discretion notifies the Guarantor within three mont disclaimer or forfeiture of this Lease or the Tenant being of companies, the Guarantor must, within ten work s option either:

11.2. n cost (including payment of the Landlord's costs) ease of the Holding:

ng and taking effect on the date of the disclaimer this Lease or the Tenant being struck off the panies and ending on the date when this Lease ded if the disclaimer, forfeiture or striking-off had

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ent and other sums payable at the date of the disclaimer or which would be payable save for any n; and

the same terms and conditions as this Lease; or

11.2. arrears of the rents, any outgoing and all other lease plus the amount equivalent to the total of the all other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

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11.3 If clause 11.2 is not satisfied, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

11.4 If clause 11.3 is satisfied, then on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 11 (but that release shall not affect the Guarantor's rights in relation to any prior breaches).

11.5 The Guarantor's obligations shall not be reduced or discharged by:

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a) any release by the Landlord or any person to enforce in full, or any delay in enforcement of any obligation, or any concession allowed to the Tenant or any

b) the Landlord waiving any right or remedy against the Tenant for any sums due under this Lease or observe the Tenant's obligations under this Lease;

c) the Landlord to accept any rent or other payment due under this Lease;

d) the Landlord's agreement to surrender the Lease (except that a surrender of part will end the Guarantor's liability in respect of the surrendered part);

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e) the Landlord's counterclaim that the Tenant or the Guarantor may be liable to the Landlord;

f) any disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the Landlord;

g) any merger by any party with any other person, any acquisition of the whole or any part of the assets or liabilities of any party by any other person;

h) any insolvency or liquidation or any other event in relation to the Guarantor of an Act of Parliament;

i) any release by the Landlord by deed.

11.6 The Guarantor shall not be in competition with the Landlord in the insolvency of the Tenant or shall not take any security, indemnity or guarantee from the Tenant or any other person in respect of the Tenant's obligations under this Lease.

11.7 The Guarantor shall be released from its future obligations under this Lease at the end of the Lease term:

a) if the Lease expires;

b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or

c) if the Landlord releases the Guarantor in accordance with clause 11.3.

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12. **Dispute Res**

12.1 Any d Lease that is not required under the ATA 1995 to be re be determined by an Independent Expert.

12.2 The l 12.2. the Tenant to make written submissions;

12.2. d the Tenant an opportunity to make counter

12.2. for his decisions, which will be binding on the

12.2. d and the Tenant in the shares and in the manner ng a decision, in equal shares).

13. **Applicable**

13.1 This ractual obligations arising out of or in connection with i law of England and Wales.

13.2 Subje ny provisions in this Lease requiring a dispute to be se arbitration, the courts of England and Wales have exclu e any dispute arising out of or in connection with this L n to any non-contractual obligations.

13.3 Any p ce an order of the courts of England and Wales arising with this Lease, including in relation to any non-contr court of competent jurisdiction.

THIS LEASE has b d and delivered on the day on which it has been dated

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative co e)

Executed as a deed <<Landlord's Name acting by [a director secretary] [two dire

Signature:

Director

Signature:

[Director][Secretary]

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OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

Signed as a deed by <<Landlord's Name>> in the presence of

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

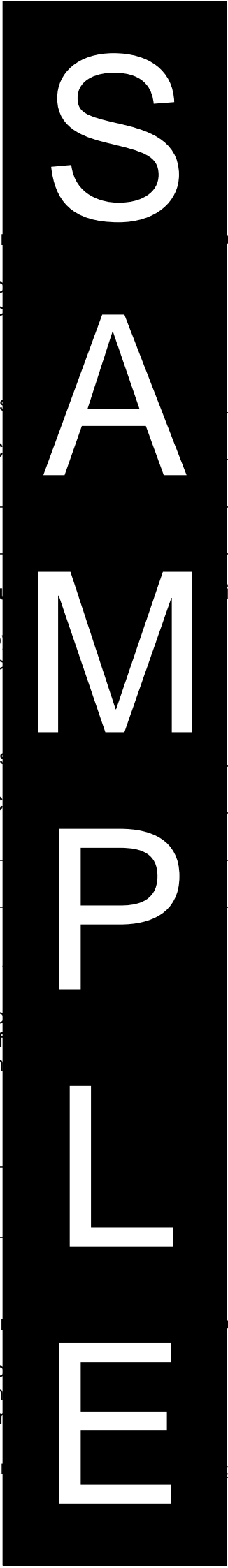
OR (alternative completion)

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

Signature:

Director

Signature:



[Director][Secretary]

OR (alternative completion)

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 for individual)

Signed as a deed by
<<Tenant's Name>>
in the presence of

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed by
<<Guarantor's Name>>
acting by [a director]

Signature:

Director

secretary] [two dire

Signature:

[Director][Secretary]

OR (alternative co e)

Signature:

Executed as a deed
<<Guarantor's Nam
acting by a director
presence of

Director

Signature of witness

Name (in BLOCK C

Address _____

OR (execution cla an individual)

Signature:

Signed as a deed b
<<Guarantor's Nam
in the presence of

Signature of witness

Name (in BLOCK C

Address _____



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Rights Granted to the Tenant

1. The right to use the Conduits belonging to the Landlord and serving the Holding provided in the Plan of the Holding provided the Tenant may from time to time replace or re-route the Conduits.

2. [The right in

the Holding to be granted to the Tenant and all others authorised by the Landlord to

3. use those passages shown on the plan and to gain access to and from the Holding and animals and accessways

neighbouring Property [which are shown edged green on the plan and to be used as a right of way] and the Landlord [designated from time to time by the Landlord] may from time to time change the route of the

4. <<Insert details of the rights to be granted to the Tenant>>

5. [Except as mentioned in clause 2 of the Law of Property Act 1925 and the rule in *Wheeldon v*

the Landlord] the Tenant of this Lease does not include any right over the Holding or any part of it by virtue of section 2 of the Law of Property Act 1925 and the rule in this Lease.

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Rights Reserved to the Landlord

1. The right to... the Conduits on the Holding which are in existence at the date of... installed or constructed during the Term and the right to lay, ... and inspect any Conduits, roads or fences benefitting the ... Property.
2. The right to ... ns and other rights of way across the Holding.
3. The right to ... anything that the Landlord is expressly entitled or required to do ... for any other reasonable purposes in connection with this Lease ... ed that the Landlord must:
 - a) give ... for notice (except in the case of emergency, when the L ... ch notice as may be reasonably practicable);
 - b) cause ... as reasonably practicable; and
 - c) repair ... that the Landlord causes as soon as reasonably practicable
4. The right to ... uction, demolition, alteration or redevelopment on any adjoining ... (it others to do so) as the Landlord in its absolute discretion co ... ot these works interfere with the flow of light and air to the Ho ...
5. The right, wh ... plant and equipment onto the Holding and to place scaffolding a ... dding in exercising the Landlord's rights under this Lease.
6. The right to ... pouring Property for any purpose whatsoever and without impo ... g or neighbouring premises any restrictions or conditions si ... pon the Tenant.
7. The right to ... leave agreement, easement, contract or licence affecting the ... e right to allow agents of the grantee to enter the Holding with ... and machinery to carry out works on the Holding, at the grante ... which may be required under those agreements and the righ ... other payments due under any current or future wayleave ag ... tract or licence relating to the Holding.
8. The right to ... of the Holding into an agri-environmental scheme during the ... st co-operate with the Landlord's reasonable requirements ... including the provision of consent and entry into relevant doc ...
9. The exclusiv ... rchaeological artefacts discovered on the Holding.
10. The right to ... ater course on or under the Holding.
11. The right to ... owl and other wild birds and the exclusive right to enter the Ho ... shoot, kill and take them away and the exclusive right to hunt ... h on or over the holding.

12. The right to hunt and take rabbits, hares, mink and other pests, subject to the Game Act 1968 and the Ground Game (Amendment) Act 1906.
13. The right to search for and remove all mines, quarries and minerals and all stones, sand, brick-clay, gravel, pebbles, shells, fossils or other objects of interest, to surf on, in or under the Holding, with the right of access to and removal of the same, provided that the person exercising the right does not cause any physical damage or pay compensation for it.
14. The right to use any adjoining premises owned by the Landlord from the Holding.
15. All rights of licence or easement that now exist or that might (but for this reservation) be acquired by the Tenant.
16. <<Insert details of any other rights to be reserved to the Landlord>>

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