

S A M P L E

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) <i>er(s) out of which this lease is granted. ok if not registered.</i> Landlord's title number(s)>> Other title numbers <i>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made.</i> Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of e parties. For Scottish companies prefix and for limited liability part an OC prefix. For foreign com territory in which incorporated.</i>	ame of Landlord>> Address of Landlord>> Company number>> ame of Tenant>> Address of Tenant>> Company number>> (if any) ame of Guarantor>> Address of Guarantor>> Company number>> ies <i>apacity of each party, for example ent company", "guarantor", etc.</i> ame of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the leased or Refer to the clause, schedule or p a schedule in this lease in whi being leased is more fully</i> <i>Where there is a letting of part of title, a plan must be attached to th any floor levels must be specified.</i>	se of a conflict between this clause remainder of this lease then, for the of registration, this clause shall erty [shown edged red on the plan to this lease and] known as <<Insert Holding>>

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LR5. Prescribed statements etc

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

In LR5.2, omit or delete those Ad not apply to this lease.

statements prescribed under rules 179 ons in favour of a charity), 180 ons by a charity) or 196 (leases e Leasehold Reform, Housing and evelopment Act 1993) of the Land on Rules 2003.

is lease is made under, or by to, provisions of: Reform Act 1967 et 1985 et 1988 et 1996

LR6. Term for which the Proper

Include only the appropriate stat completed) from the three options

NOTE: The information you prov to, here will be used as part of th to identify the lease under rule 6 Registration Rules 2003.

including commencement date>>

cluding expiry date>>

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

s as follows: term>>

LR7. Premium

Specify the total premium, inclu VAT where payable.

premium or "none">>

LR8. Prohibitions or restri disposing of this lease

Include whichever of the two st appropriate.

Do not set out here the wor provision.

contains a provision that prohibits or spositions.

LR9. Rights of acquisition etc.

Insert the relevant provisions clauses or refer to the clause, paragraph of a schedule in this

nant's contractual rights to renew to acquire the reversion or another ne Property, or to acquire an interest nd

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contains the provisions.

tenant's covenant to (or offer to) this lease

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landlord's contractual rights to acquire

LR10. Restrictive covenants granted by the Landlord in respect of the Property other than the Property

Insert the relevant provisions or clause, schedule or paragraph of this lease which contains the provisions

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LR11. Easements

Refer here only to the clause, paragraph of a schedule in this lease which sets out the easements.

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of other parts of the Property

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LR12. Estate rentcharge burdened on the Property

Refer here only to the clause, paragraph of a schedule in this lease which sets out the rentcharge.

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LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you should apply for each of them, and state which title and full text of the restriction you are applying against which title and full text of the restriction you are applying against.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.

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LR14. Declaration of trust where more than one person comprises the 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 statement.

... is more than one person. They are to hold the Property on trust for themselves as joint tenants.

... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

'Act of Insolvency' means:

- (a) the Tenant or any guarantor enters into any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;
- (b) the Tenant or any guarantor is appointed as administrator or the administrator of the Tenant or any guarantor in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has an intention to appoint an administrator, or to execute any prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor appoints a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor is in a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Registrar of Companies;
- (f) the Tenant or any guarantor is subject to a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor is removed from the Register of Companies as a result of an application for the Tenant or any guarantor;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or
- (i) the Tenant or any guarantor is subject to a bankruptcy order, the making of a bankruptcy order or the making of an order for the administration of the Tenant or any guarantor.

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means

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‘Break Date’

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ply in relation to a partnership or limited
Partnership Act 1890 and the Limited
(only) subject to the modifications referred
Partnerships Order 1994 (SI 1994/2421) (as
partnership (as defined in the Limited
subject to the modifications referred to
Partnerships Regulations 2001 (SI 2001/1090)

analogous proceedings or events that
the legislation of another jurisdiction in
for incorporated or domiciled in such

year exclusive of VAT as reviewed under

Health Agency and any body from time to time

Act 1995;

me established by EU Regulation No.
replacement scheme including a scheme
elation;

12 months after service of the Break

terminate this Lease on the Break Date and

for removal of water, sewage, electricity

ent requirements and the standards for
mental condition of land listed in EU
associated legislation and guidance;

Environment, Food and Rural Affairs and
ment;

ment entitlements for subsidy payment
one and any similar entitlements [details

<< >>];

lished by EU Regulation 1307/2013 for
agricultural practices beneficial for the
and any similar replacement payment

	including	under domestic legislation;
'Holding'	means the Lease bearing OS Grid Reference	paragraph LR4 at the beginning of this >>
	Description	
	Acreage	
'Independent Expert'	means the independent expert agreed by the Landlord and Tenant or in default of agreement by the President of the Royal Institution of Chartered Surveyors at the written request of the Landlord	
'Insured Risks'	means fire, lightning, explosion, storm, flood, subsidence, landslip, theft, burglary, damage to electrical apparatus, damage to machinery, damage to other aerial devices and any articles dropped from aircraft, riot, civil commotion and malicious damage, in each case, that cover is generally available on standard terms in the UK insurance market at the time of the Lease, and any other risks which the Landlord may from time to time, subject in all cases to any exclusions imposed by the insurers;	
'Interest'	means the rate of interest on outstanding payments e.g. two per cent above the base rate for the time being of Barclay's Bank (or that bank ceases to exist) as determined by the Landlord to the Tenant for a reasonable period	
'Landlord'	includes the Landlord and the persons in the immediate reversion to this Lease;	
'Landlord's Neighbouring Property'	means any land owned or occupied by the Landlord near to the Holding [shown edged blue on the map attached to this Lease];	
'Permanent Grassland'	means any land which has been used for grazing or other herbaceous forage that has not been used for any other purpose for the last five years as defined in the EU Regulations	
'Permitted Use'	means the use of the Holding for grazing horses only;	
'Rent'	means the sum payable by the Tenant by this Lease;	
'Rent Commencement Date'	means the date first to be paid>>;	
'Rent Days'	means the days of the year [1 September and 25 December] in each year;	
'Review Date'	means the date of the next review of the Rent <<years>>];	
'RPA'	means the Rent Payment Agency responsible for the administration of the Rent	

	the Basic Payment or any other	the Greening Payment in England and for functions from time to time;
‘Rural Payments Service’	means the Rural Payments Service for transactions for the Basic Payment	Basic Payment Scheme applications and for subsidy payment under the Basic Payment Scheme
‘RICS’	means the Royal Institution of Chartered Surveyors;	
‘Schedule of Condition’	means the Schedule of Condition (if any) attached to this Lease;	
‘Tenant’	includes the Tenant and assigns;	
‘Term’	means the Term as defined in paragraph LR6 at the beginning of this Lease and any extension or continuation of it or period of holding	
‘Title Matters’	means the Title Matters set out in the following documents: <<insert list of documents including the landlord's title to the Holding, e.g. wayleaves and environmental schemes>>;	
‘VAT’	means the Value Added Tax Act 1994 and any amendments	able under the Value Added Tax Act 1994 and any amendments or additional tax.
1.2	Unless the context otherwise requires, each reference in this Agreement to:	
1.2.1	“writing” or “written” means in writing but not email;	
1.2.2	a “working day” means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;	
1.2.3	a statute or statutory provision means a reference to that statute or provision as amended at the relevant time;	
1.2.4	“this Agreement” or “this Schedule” means this Agreement and each of the Schedules as amended at the relevant time;	
1.2.5	a Schedule means a Schedule to this Agreement; and	
1.2.6	a clause or paragraph (other than a Schedule) means a reference to a clause of this Agreement or paragraph of the relevant Schedule.	
1.3	In this Agreement:	
1.3.1	any reference to a person includes a natural person, corporate or unincorporated body or not having separate legal personality;	
1.3.2	words importing the singular number include the plural and vice versa;	
1.3.3	words importing the masculine gender include any other gender;	
1.3.4	obligations owed by or to more than one person are owed by or to them jointly and severally.	



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- 1.3.5 reference to any determination of time shall include any sooner determination of time;
- 1.3.6 any obligation to do an act or thing includes an obligation to do such act or thing to be done;
- 1.3.7 reference to any act or thing in default of the Tenant include the act, omission or neglect of the Tenant or their servants or agents;
- 1.3.8 the clauses of this Lease and are not to be construed in any particular way or interpretation; and
- 1.3.9 reference to any document supplemental or collateral to this Lease shall include any document supplemental or collateral in relation to its terms.

1.4 The headings in this Lease are for convenience only and shall not affect its interpretation.

2. Demise and Rent

2.1 The Landlord hereby demises to the Tenant for the term specified in paragraph LR6 of this Lease together with (insofar as the Landlord can grant) the rights set out in the First Schedule, excepting and reserving in favour of the Landlord's Neighbouring Property the rights set out in the Second Schedule, and subject to the Title Matters.

2.2 The Tenant must pay to the Landlord

2.2.1 the Annual Rent in advance by bankers' standing order (or by any other means if the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period commencing on the Commencement Date and ending on the day before the last day of the term of this Lease;

2.2.2 any other charges payable by the Tenant to the Landlord under this Lease;

2.2.3 any VAT payable by the Tenant.

3. Tenant's Covenants

3.1 The Tenant covenants

3.1.1 To pay the Rent to the Landlord in the manner stated without any set-off or counterclaim unless required by law.

3.1.2 If any sum of Rent is unpaid for more than <<maximum number of days to be in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so far as the Tenant is concerned), the Tenant must on demand pay to the Landlord interest (on the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.

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- 3.1.3 To pay or contribute towards the Holding against all existing and future rates, taxes, duties, levies, charges, and financial impositions charged on the Holding or any part of it, including:
- a) tax (including stamp duty) payable; and
 - b) any other liability of the Landlord's dealing with its own interests.
- 3.1.4 If any rates, taxes, duties, levies, charges, and financial impositions are payable or contributed towards together with other property, to pay a fair proportion of the total payable.
- 3.1.5 To pay or contribute towards the Holding against all charges incurred relating to water, surface water drainage, electricity, oil, gas, telephone, television, radio, communications, internet, data services, and other utilities or services (including but not limited to meter rents) or a fair proportion of the costs of such services if the liability is shared with any other property and is not a liability of the Landlord's dealing with its own interests.
- 3.1.6 If the Landlord has allowed the Tenant to use the Holding because it has been allowed during the Term, the Tenant shall be liable for the loss to the Landlord on demand.
- 3.1.7 To keep the Holding tidy and clear of rubbish and to keep all Conduits, fences, gates, field walls, stiles, gates, cattle grids, bridges, drains, watercourses, sluices, ditches, roads and yards in good repair and condition [but the Tenant need not repair to a better state of repair than it was in at the date of the commencement of the Term as required by the Schedule of Condition].
- 3.1.8 At the end of the Term, the Tenant shall:
- a) to repair the Holding to the satisfaction of the Landlord in the repair and condition required by the Schedule of Condition;
 - b) remove from the Holding the Tenant's equipment, goods and personal effects;
 - c) to leave the Holding free of stubbles and green crops then remaining uncut and to remove and stack any manure and compost properly in a place on the Holding.
- 3.1.9 If, following the end of the Term, any of the Tenant's possessions remain on the Holding and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- a) the Landlord may sell the possessions;
 - b) the Landlord shall be indemnified against any liability incurred by any party whose possessions have been sold or disposed of in the mistaken belief that the possessions belong to the Landlord;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.

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- 3.1.10 To perm reasonable times on reasonable prior notice (e enter and inspect the Holding and:
- a) if the gives to the Tenant (or leaves on the Hold ers or maintenance which the Tenant has of any other failure by the Tenant to com under this Lease, to repair the Holding and/ in accordance with the notice within a perio the date of the notice (or sooner if requ
 - b) if the y with clause 3.1.10 a), to permit the Land ng and carry out the works at the Ten pay to the Landlord on demand (rec l debt) the proper expenses of such work s and other fees).
- 3.1.11 To allow r to exercise any right to enter the Holding to do so v contractors, agents and professional advisors. g at any reasonable time (whether or not durin ers) and, except in the case of an emergen emergency reasonable notice (which need not be in writing) t
- 3.1.12 To pay t and on an indemnity basis all costs, charges, ses (including legal costs and other professional rurred by the Landlord (or which otherwise he Landlord) in connection with or in contemp
- a) the e t covenants of this Lease;
 - b) any bligations in this Lease, including the prep notice under section 146 of the Law of P
 - c) any mant for consent under this Lease, when withdrawn or consent is granted or lawf ses where the Landlord is required to act andlord unreasonably refuses to give cons
 - d) the p of a schedule of dilapidations served no la the end of the Term.
- 3.1.13 With reg
- a) to u the Permitted Use and to use the Hold a trade or business throughout the Term ion 1(2) of the ATA 1995;
 - b) to m Holding in compliance with the Cross Com e requirements for full Greening Payr accordance with the rules of good husb riculture Act 1947, the terms of this

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standards set out in the Defra codes of
p the Holding in good heart and

c) not
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any purpose or in any manner that
injury, nuisance or inconvenience to
the interests of the Landlord or any owner or
party;

d) not
allow

ers or travellers onto the Holding or
ments or signs at the Holding;

e) not
take

or written consent to sell any grass or

f) not
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
topsoil, turf, stone or gravel from the

h) not
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area
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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
or p
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or written consent to enter the whole
any agri-environmental scheme or
similar scheme;

j) to ta
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Hold

preserve and prevent the destruction
er wild birds listed in Schedule 2 to
Act 1981 and all deer and fish at the

k) not
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at the Holding except in compliance
and with the Cross Compliance

l) to in
Hold
statu

plant, pests or diseases affecting the
quarantine organisms and subject to

m) to co
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endation or direction from the APHA,
or any reasonable request from the
r treatment of any disease;

n) to ta
free
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practicable steps to keep the Holding
ects and other pests and free from
os, moles, rabbits, rats and other

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mediately if the Tenant finds growing on
eds specified in the Weeds Act 1959

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at 2003 and to use all reasonable

- p) to use
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ensure that timber, hedges and crops
during spraying and to comply with the
use of pesticides;

- q) to keep
stock
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request to the Landlord a record of all
the Holding and of any produce sold off
the dates of removal from the Holding
own on the Holding during the Term
on records, seed labels and seed

- r) to keep
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request to the Landlord a record
(or evidence) of all fertilisers applied to
of what provision has been or is
to the Holding of the full equivalent
forage or other produce sold off or

- s) in the
equi
sold
requ
date
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to return to the Holding the full
all crops, forage and other produce
the Holding [except that the Tenant is not
better condition that it was in at the
date of the soil assessment annexed

- t) in the
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direc

to farm and cultivate the Holding in
able requirements of the Landlord and
allow the Landlord to enter the holding
to cultivate any land in the Holding.

3.1.14 With regard to

- a) not to
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water

for addition to the Holding and not to
fences, hedges, gates, ditches or
boundaries of the Holding; and

- b) not to
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prior written consent to cut, lop,
hedges, fruit or other trees, coppice,
woods.

3.1.15 With regard to

in respect of the Holding:

- a) to co
use

relating to the Holding or to the Tenant's
Holding;

- b) withi
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by the Tenant of any notice or other
the Holding to send a copy to the
to take all necessary steps to comply
communication and take any other action
the Landlord acting reasonably may

- c) to ob
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consents for the discharge of
and to provide copies to the Landlord

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- d) not to ... any water abstraction licence in place on the ...
- e) not to ... permission for the Holding or change the u ... ding;
- f) to co ... permissions relating to or affecting the f ...
- g) to co ... s of the Landlord relating to the Title Matt ... gations relate to the Holding and not to do ... th the rights of third parties under the Title

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3.1.16 Not to al ... ents to be acquired over the Holding. If an en ... t in the acquisition of a right or easemen ...

- a) the T ... ndlord; and
- b) the T ... ndlord in any way that the Landlord requ ... sition so long as the Landlord meets the T ... not adverse to the Tenant's business inter ...

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3.1.17 With reg ...

- a) not to ... st for another;
- b) not to ... occupy the whole or any part of the Hold ...
- c) not to ... ossession or occupation of the whole or an ...
- d) not to ... y part of the Holding;
- e) not to ... y part of the Holding; and
- f) not to ... ny part of the Holding;
- g) not to ... tnership, share-farming agreement, cont ... management agreement or shared occu ... ng the Holding; and
- h) not to ... nce over the Holding in favour of any othe ... er person to enjoy the use or benefit of th ...

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3.1.18 To perm ... he last three months of the Term to enter the ... on any suitable part of the Holding a notice fo ... and to allow potential tenants and buyers to ... reasonable times (accompanied by the Landlord

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3.1.19 With regard to

- a) to maintain and keep in force an insurance policy or policies of insurance in relation to the Holding with an insuring amount approved by the Landlord of at least [five] million pounds in respect of each claim;
- b) to provide to the Landlord a summary of the main terms of the insurance policy or policies above and evidence that the premium has been paid;
- c) to co-operate with the Landlord in the event of any insurers in relation to the Holding and to do anything which could invalidate any claim;
- d) if the Landlord requires to do anything which increases any liability of the Tenant to be repaid by the Landlord to repay the Landlord on demand.

3.1.20 To pay Value Added Tax 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 any supply is made for VAT purposes.

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

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

- a) any breach of the covenants in this Lease; or
- b) any act or omission of the Tenant or any other person on the Holding, whether or not by actual or implied authority.

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 carrying out any repairing, replacing, maintaining, cleansing and other work on any Conduits, structures or other items which are or may be capable of being used by the Holding in connection with the use of the Holding to comply with any reasonable requirements imposed 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 copies of the relevant titles to the Landlord.

3.1.25 At the end of the Lease and on the termination of the Lease and on the Tenant's failure to close the Lease and on the Tenant's failure to remove entries in relation to it from the Land Registry's registered title.

3.1.26 To notify
under this
procure
deed of
guarantor

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 covenant
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 a
Payments Servi

t they are registered on the Rural

5.3 As soon as pos
register this Lea

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

5.4 The Landlord a
Entitlements to
Basic Payment S

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

5.5 The Tenant cor
Basic Payment
from the Tenant
Entitlements will

active farmer for the purposes of the
a. Any loss of Entitlements resulting
requirements relating to the transfer of

5.6 The Tenant sha

5.6.1 maintain
hectares

the maximum number of eligible

5.6.2 use bes
entitlement
that are a

in any additional or replacement
t under the Basic Payment Scheme
without requiring expenditure;

5.6.3 claim pa
so as no

ts under the Basic Payment Scheme
Entitlements;

5.6.4 not trans
anything
the Enti
Holding a

the Entitlements, or do or omit to do
reduction of Entitlements or in any of
available for use in relation to the

5.6.5 keep co
relation
additional
request;

submitted and materials received in
Scheme, the Entitlements and any
vide the Landlord with copies on

5.6.6 notify th
relating
Greening
in the nu

n days of receiving documentation
r the Basic Payment Scheme, the
compliance Conditions or any change
the Entitlements;

5.6.7 comply v
full Gree
Basic Pa

nce Conditions, the requirements for
requirements for full payment under the

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5.6.8 co-operate

5.6.9 if required to
contents of
the Holding

5.6.10 during the
Term to:

a) all matters

b) all matters
affecting the
Holding and

5.6.11 before the
expiry of any
additional

5.6.12 co-operate
with either or
both of the
following

5.7 The Landlord
shall ensure that
the requirements for
full payment under the Basic
Payment Scheme of the calendar year

6. Farm Business Tenancy

The Landlord and Tenant
each has received from the other a
Notice under section 1 of the
this Lease is intended to

7. Provisos and Agreements

7.1 The parties agree

7.1.1 any rent
shall be paid
e.g 14 days
before the due
date (whether or not); or

7.1.2 the Tenant

7.1.3 there is a

7.1.4 the Tenant

the Landlord may
require the Tenant
and on doing so
the Tenant shall
be liable to pay
available to the

7.2 Nothing in this
Lease shall
release or modify
any covenants,
rights or conditions
which any adjoining

7.3 The parties agree
that the Tenant
arising solely by
virtue of the
enforce any term

on visit to the Holding by the RPA;

obtain the Landlord's approval of the
contents of any application submitted to the RPA or Defra relating to
the end of the Term;

obtain the Landlord's prior consent

management of the Entitlements; and

management of the Holding that might
affect the Landlord, or any other person farming the
Holding, or any entitlement under the Basic Payment Scheme

transfer all the Entitlements and any
rights of the Tenant to the Landlord or the Landlord's nominee; and

enable any tenant of the Landlord to enable
the Tenant to qualify for entitlements under the Basic Payment Scheme

Cross Compliance Conditions, the
requirements for full payment under the Basic
Payment Scheme in respect of the Holding for the remainder
of the Term.

each has received from the other a
Notice under section 1 of the Act to
confirm that the tenancy created by
this Lease is a farm business tenancy.

if time rent is allowed to be in arrears
the Tenant shall be liable to pay the amount
being due (whether formally demanded
or not); or

[or]

for any part of them) at any time after
the expiry of the Term; and this will not affect any right or remedy

the right to enforce, or to prevent the
enforcement of, any covenants, rights or conditions to
which any adjoining land is subject.

not a party to this Lease has no right
to enforce any term of this Lease (Rights of Third Parties) Act 1999 to

7.4 The Tenant acknowledges that its use of the Premises in this Lease constitutes or shall constitute a repudiation of the title to the Premises and 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 made by or on behalf of the Landlord.

8. Notices

8.1 Any notice given under this clause 8.1 must be sent by pre-paid post, by hand, by email or left at the addressee's address in the United Kingdom or by any other service by giving notice to the addressee. Any notice given under this clause 8.1 must be in writing and must be sent by pre-paid post, by hand, by email or otherwise delivered to the addressee under clause 8.2 or to any other address specified as its address for notices under this clause 8.1.

8.2 A notice served under this clause 8.2 must be served on:

8.2.1 a company registered in the United Kingdom, on the company's registered office; and

8.2.2 anyone who is an individual on the party's principal place of business or residence.

8.3 Any Notice given under this clause 8.3 must be delivered on the second working day after the date of posting, by first class post or special delivery or at 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 8.1.

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 the Tenant is a company or partnership) by serving a Break Notice on the Tenant.

9.3 If the Lease ends under this clause 9.1 or 9.2, this will not affect the rights of any party for any period specified in this Lease.

9.4 The Landlord shall be entitled to all payments of Rent that relate to a period of time after the termination of this 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 if the Tenant gives up possession of the Premises and leaves behind no continuing underleases. If the Tenant gives up possession of the Premises and leaves behind no continuing underleases, the Tenant shall be deemed to have given a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and leaves behind no continuing underleases.

10.3 If the Lease ends under this clause 10.1 or 10.2, this will not affect the rights of any party for any period specified in this Lease.

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party for any price in this Lease.

10.4 The Landlord shall receive all payments of Rent that relate to a period after the [] (see.)

11. [Guarantor's Covenants]

11.1 The Guarantor:

11.1.1 Guarantor covenants that the Tenant will comply with all the Tenant's obligations under this Lease. If the Tenant defaults, the Guarantor shall indemnify and comply with those obligations;

11.1.2 Covenants to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of any covenant or obligations (including any supplemental documents to this Lease);

11.1.3 Covenants as primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of any covenant or obligations (including any supplemental documents to this Lease);

11.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days, do either:

11.2.1 at the cost of the Guarantor (including payment of the Landlord's costs) do either:

a) for a period of 14 days from the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

b) end the Lease on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

c) at the option of the Guarantor, pay the Rent and other sums payable;

d) continue to pay the Rent and other sums payable on the term commencement date of the Lease or the date of the Rent Review under this Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer or forfeiture of this Lease or the Tenant being reviewed as at the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

e) continue to pay the Rent and other sums payable on each Rent Review Date under this Lease or the date of the Rent Review under this Lease that falls before the term commencement date of the Lease or the date of the Rent Review under this Lease;

f) otherwise comply with the obligations and conditions as this Lease; or

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11.2.2 pay the sums due under the rent agreement which would be payable on forfeiture of the rents, any outgoings and all other sums due under this Lease that are the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that are due within a period of 6 months following the disclaimer,

11.3 If clause 11.2.2 is not complied with, the Landlord must release the Tenant from all obligations under this clause 11 (but that will not affect any claims in relation to any prior breaches).

11.4 The Guarantor's obligations are hereby released or discharged by:

11.4.1 any failure to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;

11.4.2 any variation of the Lease (not that a surrender of part will end the effect of the surrendered part);

11.4.3 any right of the Tenant or the Guarantor to terminate the Lease which may have been exercised;

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 Guarantor;

11.4.5 any amalgamation, reconstruction or other re-organisation of any party with any other person, any change in the ownership of the whole or any part of the assets or liabilities of any person;

11.4.6 the existence of the Guarantor of an Act of Insolvency;

11.4.7 anything done by the Landlord by deed.

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

11.6 Nothing in this clause shall release the Guarantor from any liability on the Guarantor that would be payable by the Guarantor 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 shall not be referred to court. The arbitration shall be determined by an Independent Expert.

12.2 The Independent Expert shall invite the parties to make written submissions;

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 submissions, which will be binding on the parties; and

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12.2.4 be paid in the same manner as the Tenant in the shares and in the same manner as a decision, in equal shares).

the Tenant in the shares and in the same manner as a decision, in equal shares).

13. Applicable Law and Jurisdiction

13.1 This Lease and any obligations arising out of or in connection with it will be governed by the law of England and Wales.

any obligations arising out of or in connection with it will be governed by the law of England and Wales.

13.2 Subject to clause 13.1, any disputes in this Lease requiring a dispute to be settled by arbitration, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with any non-contractual obligations.

any disputes in this Lease requiring a dispute to be settled by arbitration, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with any non-contractual obligations.

13.3 Any party may apply to the courts of England and Wales for an order in relation to this Lease, including in relation to any non-contractual obligations, in the competent jurisdiction.

Any party may apply to the courts of England and Wales for an order in relation to this Lease, including in relation to any non-contractual obligations, in the competent jurisdiction.

THIS LEASE has been executed and dated on the day on which it has been dated

has been executed and dated on the day on which it has been dated

[Execution clauses for landlord]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

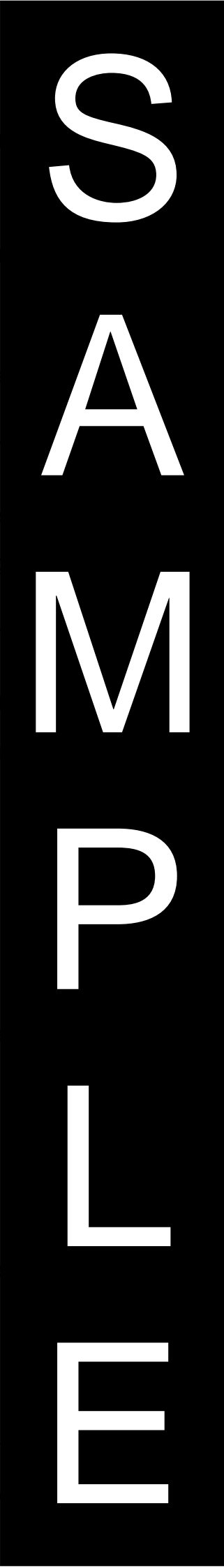
OR (alternative company execution)

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

Signature:

Director

Signature of witness _____



Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where [Landlord's Name] is a company)

Signed as a deed by
<<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 clause)

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 clause)

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 guarant

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 exe

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 exe

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

ual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____



First Schedule to the Tenant

1. The right to connect to the Holding provided that the Tenant is to pay for the same by giving to the Landlord and serving the Landlord with a written notice from time to time replace or re-route the Conduits.
2. [The right in common with the Landlord and the Tenant 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 the Holding or any part of the Holding or any part of the land covered by the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* does not apply.]



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.
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 so for any 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 the Landlord must give notice as soon as 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 on any adjoining premises (including demolition, alteration or redevelopment on any adjoining premises) as the Landlord in its absolute discretion considers necessary, provided 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 erect and 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 enable the Landlord or its agents to enter the Holding with or without the Tenant's 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 enter into an agri-environmental scheme and the Landlord's reasonable requirements relating to the provision of consent and entry into the scheme.
9. The exclusive right to remove biological 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 hunt, kill and take them away and the exclusive right to hunt, kill and take them away on or over the holding.

12. The right to enter the Holding to hunt for 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 anchorage for any building or other structure on any premises owned by the Landlord from the Holding.
15. All rights of light or air (and any other rights) which now exist or that might (but for this clause) be acquired by the Landlord.
16. <<Insert details of any other rights reserved to the Landlord>>

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Third Review Provisions

[There will be no review of the
not apply.]

OR

[The Annual Rent shall be sub
of the ATA 1995.]

OR

[The Annual Rent will be review
the statutory rent review provis

Term and Part II of the ATA 1995 will

review provisions contained in Part II

ate but otherwise in accordance with
of the ATA 1995.]

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