

<p>LR1. Date of lease</p>
<p>LR2. Title number(s)</p>
<p>LR3. Parties to this lease</p> <p><i>Give full names, addresses and registered number, if any, of all parties. For Scottish companies add an SC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i></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 paragraph of a schedule in this lease in which the property being leased is more fully described</i></p> <p><i>Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</i></p>

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<p>date in full>></p>
<p>Landlord's title number(s)</p> <p><i>Enter the title number(s) out of which this lease is granted. If not registered, enter the title number(s) of the land on which the lease is granted.</i></p> <p>Landlord's title number(s)>></p>
<p>Other title numbers</p> <p><i>Enter the title number(s) against which entries of the lease have been referred to in LR9, LR10, LR11 and LR13 have been made.</i></p> <p>Other title number(s)>></p>
<p>Name of Landlord>></p> <p>Address of Landlord>></p> <p>Company number>></p> <p>Name of Tenant>></p> <p>Address of Tenant>></p> <p>Company number>></p> <p>Name of Guarantor (if any)>></p> <p>Name of Guarantor>></p> <p>Address of Guarantor>></p> <p>Company number>></p> <p>Other parties</p> <p><i>Enter the name and capacity of each party, for example "tenant company", "guarantor", etc.</i></p> <p>Name of other party>></p> <p>Address of other party>></p> <p>Company number>></p>
<p>Effect of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Holding>></p>

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

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

more than one person complete this clause as joint Tenant

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

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

Property on trust for themselves as joint

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

tenant 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 terms shall have the following meanings:

‘Act of Insolvency’

of means:

(a)

the Tenant or any guarantor has entered into a credit arrangement for the benefit of any guarantor;

(b)

the Tenant or any guarantor has made a payment in relation to the Tenant or any guarantor;

(c)

the Tenant or any guarantor has appointed an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

(d)

the Tenant or any guarantor has received a payment of property or income of the Tenant or any guarantor;

(e)

the Tenant or any guarantor has made a voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the liquidation of a solvent company in respect of which a statement of solvency has been filed with the Registrar;

(f)

the Tenant or any guarantor has made a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g)

the Tenant or any guarantor has been removed from the Register of Companies or has made an application for the Tenant or any guarantor;

(h)

the Tenant or any guarantor has otherwise ceasing to exist (but excluding the death of any guarantor dies); or

(i)

the Tenant or any guarantor has made an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order in relation to the Tenant or any guarantor.

The paragraph shall apply in relation to a partnership or limited liability partnership Act 1890 and the Limited Liability Partnership Act 2000 subject to the modifications referred to in the Schedule.

	in the Insolvent Companies Act 1986 (as amended) and a limited liability partnership (as defined in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended)).	the Insolvency Act 1986 (as amended), the Insolvency Regulations 1994 (SI 1994/2421) (as amended), the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended) and any other legislation relating to insolvency.
	the Act of Insolvency Proceedings (as amended) or any other legislation relating to insolvency proceedings or events that may be taken place in relation to a company or individual domiciled in such relevant jurisdiction;	the Act of Insolvency Proceedings (as amended) or any other legislation relating to insolvency proceedings or events that may be taken place in relation to a company or individual domiciled in such relevant jurisdiction;
‘Annual Rent’	means £<> exclusive of VAT;	means £<> exclusive of VAT;
‘APHA’	means the Animal and Plant Health Agency and any body from time to time performing the functions of the Agency;	means the Animal and Plant Health Agency and any body from time to time performing the functions of the Agency;
‘ATA 1995’	means the Agricultural Tenants Act 1995;	means the Agricultural Tenants Act 1995;
‘Basic Payment Scheme’	means the scheme established by EU Regulation No. 1307/2013 for the basic payment scheme including a scheme established by the Government;	means the scheme established by EU Regulation No. 1307/2013 for the basic payment scheme including a scheme established by the Government;
‘Break Date’	means a date <> insert number, e.g. 6 or 12>> months after service of this Lease;	means a date <> insert number, e.g. 6 or 12>> months after service of this Lease;
‘Break Notice’	means a notice in writing served by the Tenant on the Landlord specifying the date on which the Tenant intends to terminate this Lease on the Break Date and the reasons for doing so;	means a notice in writing served by the Tenant on the Landlord specifying the date on which the Tenant intends to terminate this Lease on the Break Date and the reasons for doing so;
‘Conduits’	means any conduits for the removal of water, sewage, electricity and similar services;	means any conduits for the removal of water, sewage, electricity and similar services;
‘Cross Compliance Conditions’	means the requirements and the standards for good agricultural and environmental condition of land listed in EU Regulation No. 1306/2013 and associated legislation and guidance;	means the requirements and the standards for good agricultural and environmental condition of land listed in EU Regulation No. 1306/2013 and associated legislation and guidance;
‘Defra’	means the Department for Environment, Food and Rural Affairs and any successor department;	means the Department for Environment, Food and Rural Affairs and any successor department;
‘Entitlements’	means << details of entitlements for subsidy payment under the Single Farm Payment Scheme and any similar entitlements [details of which are set out in the Schedule to this Lease];	means << details of entitlements for subsidy payment under the Single Farm Payment Scheme and any similar entitlements [details of which are set out in the Schedule to this Lease];
	Entitlements	Entitlements
	Number of	Number of
	Basic Payment	Basic Payment
‘Greening Payment’	means the payment made by the Government to farmers obliged to implement the Greening requirements and the equivalent payment made by the Government under the Greening legislation;	means the payment made by the Government to farmers obliged to implement the Greening requirements and the equivalent payment made by the Government under the Greening legislation;
‘Holding’	means the holding of land as defined in paragraph LR4 at the beginning of this Lease being	means the holding of land as defined in paragraph LR4 at the beginning of this Lease being

	OS Grid Reference	
	Description	
	Acreage/Hectares	
‘Independent Expert’	means an expert appointed in the default of a written agreement by the Royal Institution of Chartered Surveyors at the written request of the Landlord or Tenant;	
‘Insured Risks’	means the risks of fire, explosion, storm, flood, subsidence, landslip, hail, lightning, or overflowing water pipes, tanks or apparatus, or other aerial devices and any articles falling from or dropped from any such aerial devices, riot, civil commotion and malicious damage to the property, that cover is generally available on the normal conditions of the UK insurance market at the time the insurance is effected, other risks which the Landlord reasonably specifies from time to time in all cases to any excesses, limitations and exclusions; and	
‘Interest’	means interest on outstanding payments (e.g. two years above the base rate for the time being of Barclays Bank plc or that bank ceases to exist) as determined by the Landlord to the Tenant;	
‘Landlord’	includes the Landlord and its immediate reversion to this Lease;	
‘Landlord’s Neighbouring Property’	means land adjacent to the Holding [shown edged blue on the plan];	
‘Permanent Grassland’	means land which has not been included in the EU Regulation for other herbaceous forage that has not been so used in the last five years as defined in EU Regulation;	
‘Permitted Use’	means use of the Holding for grazing horses only;	
‘Rent’	means all sums payable by the Tenant under this Lease;	
‘Rent Commencement Date’	means <<date>> to be paid>>;	
‘Rent Days’	means [25 November and 25 December] in each year;	
‘RPA’	means the body responsible for the administration of the Basic Payment Scheme in England and any other functions from time to time;	
‘Rural Payments Service’	means the body responsible for transferring payments under the Basic Payment Scheme;	
‘RICS’	means the Royal Institution of Chartered Surveyors;	

‘Schedule of Condition’	means the	(any) attached to this Lease;
‘Tenant’	includes s	signs;
‘Term’	means the	aph LR6 at the beginning of this Lease;
‘Title Matters’	means the of docume covenants	in the following documents: <<insert list d's title to the Holding, e.g. wayleaves, emes>>;
‘VAT’	means val and any si	e under the Value Added Tax Act 1994 ditional tax.
1.2	Unless the cont	each reference in this Agreement to:
1.2.1	“writing”	but not email;
1.2.2	a “worki Sunday o	to any day other than a Saturday, y in England and Wales;
1.2.3	a statute provision	tute is a reference to that statute or ted at the relevant time;
1.2.4	“this Agr Schedule	to this Agreement and each of the mented at the relevant time;
1.2.5	a Sched	Agreement; and
1.2.6	a clause (other th	ference to a clause of this Agreement aragraph of the relevant Schedule.
1.3	In this Agree	
1.3.1	any refe unincorp personal	udes a natural person, corporate or or not having separate legal
1.3.2	words im	ber include the plural and vice versa;
1.3.3	words im	de any other gender;
1.3.4	obligatio them join	than one person are owed by or to
1.3.5	reference the Term	n include any sooner determination of ion of time;
1.3.6	any cove obligatio	t to do an act or thing includes an uch act or thing to be done;
1.3.7	reference neglect o servants	default of the Tenant include the act, er of the Holding and their respective
1.3.8	the claus	part of this Lease and are not to be

- taken into account in the construction or interpretation; and
- 1.3.9 reference to any document supplemental or collateral to the Lease shall be made in accordance with 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 lets the Premises to the Tenant for the Term together with (insofar as the Premises are capable of being so used) the rights set out in the First Schedule, except in so far as they may be varied for the benefit of the Landlord's Neighbouring Premises in the Second Schedule, and subject to the Title Matters set out in the Third Schedule.
- 2.2 The Tenant must
- 2.2.1 the Annual Rent in advance by bankers' standing order (or by such other means as 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 day on which the Term expires;
- 2.2.2 any other charges payable by the Tenant to the Landlord under this Lease; and
- 2.2.3 any VAT payable by the Tenant in respect of the Rent.
- 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 the Rent may be in arrears e.g. 7 days>> (whether or not the Landlord has demanded the Rent) and the Landlord refuses to accept rent so payable, the Tenant must on demand pay interest (at the rate of <<percentage>> per annum in arrears) calculated on a daily basis on the amount of Rent so payable from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, levies, charges, and financial impositions charged on the Premises, whether or not the same are levied against all existing and future rates, taxes, duties, levies, charges, and financial impositions charged on the Premises.
- a) tax (including stamp duty) payable; and
- b) any other charges payable by the Landlord's dealing with its own interests.
- 3.1.4 If any rates, taxes, duties, levies, charges, and financial impositions are payable by the Tenant together with other property, to pay a fair proportion of the same.

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| 3.1.5 | To pay or contribute to the cost of the Holding against all charges incurred relating to water, surface water drainage, electricity, oil, telephone, gas, communications, internet, data and other services, utilities or supplies supplied to the Holding (including but not limited to meter rents) or a fair proportion of the costs and is not shared with any other property |
| 3.1.6 | If the Landlord allows the Tenant to use the Holding because it has been allowed during the Term of the Lease, the Tenant shall be good that loss to the Landlord on demand. |
| 3.1.7 | To keep the Holding in good repair and condition and clear of rubbish and to keep all Conduits, fences, gates, hedges, field walls, stiles, gates, cattle grids, bridges, drains, ditches, watercourses, sluices, ditches, roads and yards in good repair and condition [but the Tenant need not be in a better state of repair than it was in at the date of the Lease] by the Schedule of Condition]. |
| 3.1.8 | At the end of the Lease, the Tenant shall: <ul style="list-style-type: none"> a) to repair the Holding in the repair and condition in which it was in at the date of the Lease; b) remove the Tenant's horses, equipment, goods and chattels from the Holding; c) to leave the Holding in a good state of repair and green crops then remaining on the Holding and manure and compost properly stored on the Holding. |
| 3.1.9 | If, following the end of the Lease, any of the Tenant's possessions remain on the Holding, the Tenant fails to remove them within the period specified in writing by the Landlord to do so: <ul style="list-style-type: none"> a) the Landlord may sell the possessions; b) the Landlord shall be liable for the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold or disposed of in the mistaken belief that the possessions were the Tenant's; 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. |
| 3.1.10 | To permit the Landlord to enter and inspect the Holding and: <ul style="list-style-type: none"> a) if the Landlord gives to the Tenant (or leaves on the Holding) a written notice of any failure by the Tenant to repair the Holding or maintain the Holding in accordance with the notice within a period of 14 days of the date of the notice (or sooner if required) to repair the Holding in accordance with the notice. |

b) if the Landlord requires the Tenant to carry out any works (including repairs and other fees).

3.1.11 To allow the Landlord to exercise any right to enter the Holding to do so for the purpose of carrying out any works (including repairs and other fees) at any reasonable time (whether or not during the term of the Lease) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to do so.

3.1.12 To pay to the Landlord and on an indemnity basis all costs, charges, expenses (including legal costs and other expenses) incurred by the Landlord (or which the Landlord is entitled to recover from the Tenant) in connection with or in consequence of the Tenant's breach of any covenant or obligation contained in this Lease.

a) the Tenant's obligations under the covenants of this Lease;

b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;

c) any obligations to give notice to the Landlord for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;

d) the Tenant's obligations to complete a schedule of dilapidations served on the Tenant by the Landlord at the end of the Term.

3.1.13 With regard to the Permitted Use and to use the Holding for a trade or business throughout the Term of the Lease in accordance with section 1(2) of the ATA 1995;

a) to use the Holding for the Permitted Use and to use the Holding for a trade or business throughout the Term of the Lease in accordance with section 1(2) of the ATA 1995;

b) to manage the Holding in compliance with the Cross Compliance requirements for full Greening in accordance with the rules of good agricultural practice under the Agriculture Act 1947, the terms of this Lease and the standards set out in the Defra codes of good practice for the Holding in good heart and good husbandry;

c) not to use the Holding for any purpose or in any manner that would cause injury, nuisance or inconvenience to the Landlord or any owner or occupier of the Holding;

d) not to allow any vehicles or travellers onto the Holding or to erect any structures or signs at the Holding;

- e) not without the prior written consent to sell any grass or
take
- f) not without the prior written consent to keep or plant on
the Holding modified crops;
- g) not without the prior written consent to break up or
convert any part of the Holding that is Permanent
Grassland to any other use; to remove topsoil, turf, stone or gravel from the
Holding;
- h) not without the prior written consent to take any part of
the Holding for any other use but the Tenant shall not require
the prior written designation of any ecological focus
area; the Tenant shall be required to receive the Greening
Payments;
- i) not without the prior written consent to enter the whole
or part of the Holding for any agri-environmental scheme or
capital grant scheme or any similar scheme;
- j) to take such steps as are necessary to preserve and prevent the destruction
of all wild birds listed in Schedule 2 to
the Wildlife and Countryside Act 1981 and all deer and fish at the
Holding;
- k) not to graze livestock at the Holding except in compliance
with the relevant regulations and with the Cross Compliance
Requirements;
- l) to implement measures to prevent the spread of plant, pests or diseases affecting the
Holding and to quarantine organisms and subject to
statutory requirements;
- m) to comply with any recommendation or direction from the APHA,
any other relevant authority or any reasonable request from the
Landlord for the treatment of any disease;
- n) to take such practicable steps to keep the Holding
free from insects and other pests and free from
diseases, weeds, rabbits, moles, rats and other
vermin;
- o) to notify the Landlord immediately if the Tenant finds growing on
the Holding any weeds specified in the Weeds Act 1959
or the Weeds Regulations 2003 and to use all reasonable
endeavour to remove them;
- p) to use such measures as are necessary to ensure that timber, hedges and crops
are not damaged by spraying and to comply with the
latest regulations regarding the use of pesticides;
- q) to keep a record of all stock brought onto the Holding and of any produce sold off
the Holding and the dates of removal from the Holding
and to provide the Landlord on request a record of all
stock brought onto the Holding during the Term
on records, seed labels and seed

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- r) to keep (including evidence) of all fertilisers applied to the Holding of what provision has been or is to be made for the disposal of the full equivalent of the forage or other produce sold off or removed from the Holding;
- s) in the event of the Tenant's removal from the Holding to return to the Holding the full equivalent of all crops, forage and other produce sold off from the Holding [except that the Tenant is not required to return the land in a better condition than it was in at the date of removal] as assessed by the soil assessment annexed to the Tenancy Agreement;
- t) in the event of the Tenant's removal from the Holding to farm and cultivate the Holding in accordance with the reasonable requirements of the Landlord and to allow the Landlord to enter the holding and to use any land in the Holding.

3.1.14 With regard to the Holding:

- a) not to erect any buildings or other structures on or in addition to the Holding and not to remove or alter any fences, hedges, gates, ditches or boundaries of the Holding; and
- b) not to cut, lop, remove or destroy any hedges, fruit or other trees, coppice, saplings or other plants without the prior written consent of the Landlord.

3.1.15 With regard to the Tenant's obligations in respect of the Holding:

- a) to comply with any requirements relating to the Holding or to the Tenant's use of the Holding;
- b) within 14 days of receipt by the Tenant of any notice or other communication from the Landlord relating to the Holding to send a copy to the Landlord and to take all necessary steps to comply with the communication and take any other action which the Landlord acting reasonably may require;
- c) to obtain all necessary licences and consents for the discharge of effluents from the Holding and to provide copies to the Landlord on request;
- d) not to apply for or obtain any water abstraction licence in place of any existing licence;
- e) not to apply for or obtain any permission for the Holding or change the use of the Holding;
- f) to comply with all statutory permissions relating to or affecting the Holding;
- g) to comply with all requirements of the Landlord relating to the Title

- Matters relating to the Holding and not to do with the rights of third parties under the Title.
- 3.1.16 Not to allow any rights to be acquired over the Holding. If an easement is acquired in the acquisition of a right or easement
- a) the Tenant shall not be a landlord; and
 - b) the Tenant shall not be a landlord in any way that the Landlord requires in writing so long as the Landlord meets the Tenant's business interests.
- 3.1.17 With regard to the Holding
- a) not to let the Holding or any part of the Holding to another;
 - b) not to let the Holding or any part of the Holding to occupy the whole or any part of the Holding;
 - c) not to let the Holding or any part of the Holding to possession or occupation of the whole or any part of the Holding;
 - d) not to let the Holding or any part of the Holding;
 - e) not to let the Holding or any part of the Holding;
 - f) not to let the Holding or any part of the Holding;
 - g) not to let the Holding or any part of the Holding to partnership, share-farming agreement, management agreement or shared occupation of the Holding; and
 - h) not to let the Holding or any part of the Holding to any other person to enjoy the use or benefit of the Holding.
- 3.1.18 To permit the Tenant to enter the Holding on any suitable part of the Holding a notice for the purpose of allowing potential tenants and buyers to view the Holding at reasonable times (accompanied by the Landlord).
- 3.1.19 With regard to the Holding
- a) to maintain the Holding with insurance in relation to the Holding with an insured sum approved by the Landlord of at least [five] per cent of the value of the Holding in respect of each claim;
 - b) to provide the Landlord with a summary of the main terms of the insurance policy and evidence that the premium has been paid;
 - c) to co-operate with the Landlord in relation to the Holding to do anything which could invalidate the insurance.

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to do anything which increases any
by the Landlord to repay the
Landlord on demand.

- 3.1.20 To pay V
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able supplies made to the Tenant in
due date for making any payment or,
supply is made for VAT purposes.

- 3.1.21 Where th
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indemnity
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er or in connection with this Lease, to
person any sum by way of a refund or
al to any VAT incurred on that sum by
cept to the extent that the Landlord or
uch VAT under the Value Added Tax

- 3.1.22 The Te
expenses
the Land

the Landlord against all liabilities,
es and losses suffered or incurred by
connection with:

- a) any
b) any
Hold

ovenants in this Lease; or
Tenant or any other person on the
ual or implied authority.

- 3.1.23 To pay o
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rd a fair proportion (to be determined
es and expenses properly incurred by
ng, replacing, maintaining, cleansing
ng any Conduits, structures or other
able of being used by the Holding in
to comply with any reasonable
d from time to time in connection with

- 3.1.24 If this Le
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sory registration at the Land Registry,
of this Lease to apply to the Land
nd once the registration has been
of the relevant titles to the Landlord.

- 3.1.25 At the e
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er to the Landlord the original of this
s as the Landlord reasonably requires
nd to remove entries in relation to it
stered title.

- 3.1.26 To notify
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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

ct to the Tenant paying the rents and
ions under this Lease, to permit the

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

- Management of the Entitlements; and

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- b) all matters affecting the management of the Holding that might affect the Landlord, or any other person farming the Holding under the Basic Payment Scheme and
- 5.6.11 before the end of the Term, the Tenant shall provide to the Landlord or the Landlord's nominee; and
- 5.6.12 co-operate with the Landlord or the Landlord's nominee in enabling any tenant of the Landlord to enable the Landlord to comply with the requirements for full payment under the Basic Payment Scheme for the remainder of the Term.
- 5.7 The Landlord shall not be bound by the requirements for full payment under the Basic Payment Scheme for the remainder of the Term.
- 6. Farm Business Tenancy**
- The Landlord and Tenant hereby confirm that the tenancy created by this Lease is intended to be a farm business tenancy.
- 7. Provisos and Agreements**
- 7.1 The parties agree that
- 7.1.1 any rent payable by the Tenant shall be paid in advance of time rent is allowed to be in arrears of 14 days of the date when the rent is due (whether formally demanded or not); or
- 7.1.2 the Tenant shall not be bound by the provisions of the Lease [or]
- 7.1.3 there is a covenant in the Lease requiring the Tenant to pay the rent in advance of time rent is allowed to be in arrears of 14 days of the date when the rent is due (whether formally demanded or not); or
- 7.1.4 the Tenant shall not be bound by the provisions of the Lease [or]
- the Landlord may, at any time after the expiry of the Term, and on doing so, the Tenant shall not be bound by the provisions of the Lease [or]
- 7.2 Nothing in this Lease shall prevent the Landlord from releasing or modifying any covenants, rights or conditions to which any adjoining land is subject.
- 7.3 The parties agree that no person who is 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 the Holding may lawfully be used for any purpose
- 7.5 The Tenant acknowledges that the Holding may lawfully be used for any purpose
- 8. Notices**
- 8.1 Any notice given in connection with this Lease must be in writing and

- sent by pre-paid delivery to or otherwise delivered to or left at the address specified in clause 8.2 or to any other address specified as its address for service by giving 7 days' notice under this clause 8.
- 8.2 A notice served
- 8.2.1 a company registered in the United Kingdom
- 8.2.2 anyone else at the party's principal place of business or residence
- 8.3 Any Notice given after the date of posting by first class post or special delivery or at the time the notice is delivered to or left at that address
- 8.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this clause 8.
- 9. [Termination by Landlord]**
- 9.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by serving a Break Notice on the Tenant.
- 9.2 The Landlord may terminate this Lease at any time after the death of the Tenant (or when there is no surviving Tenant) by serving a Break Notice on the Tenant.
- 9.3 If the Lease ends under this clause 9, this will not affect the rights of any party for any prior period in this Lease.
- 9.4 The Landlord shall retain all payments of Rent that relate to a period 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 on the date of a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 10.3 If the Lease ends under this clause 10, this will not affect the rights of any party for any prior period in this Lease.
- 10.4 The Landlord shall retain all payments of Rent that relate to a period after the termination of this Lease.]
- 11. [Guarantor's Covenants]**
- 11.1 The Guarantor:
- 11.1.1 Guarantor covenants that the Tenant will comply with all the

- Tenant's
Guarantor
- 11.1.2 Covenant
covenant
losses, of
Tenant's
covenant
Lease); and
- 11.1.3 Covenant
Landlord
the Land
voluntary
having of
releasing
11.
- 11.2 If the Landlord
months after the
Tenant being struck
ten working days
- 11.2.1 at the (Costs
costs) and
- a) for a
or for
register
- b) ending
disclaimer
- c) at the
- d) other
- 11.2.2 pay the
sums due
the rents
would be
forfeiture
- 11.3 If clause 11.2.2
must release the
(but that will not
- 11.4 The Guarantor's
- 11.4.1 any failure
enforcement
Tenant of
- 11.4.2 any variation
Guarantor
- 11.4.3 any right
- lease. If the Tenant defaults, the
and comply with those obligations;
- primary obligor, and separate to the
to indemnify the Landlord against all
expenses caused to the Landlord by the
events or comply with the Tenant's
any supplemental documents to this
- as primary obligor to indemnify the
s, damages and expenses caused to
proposing or entering into any company
of arrangement or other scheme
effect of impairing, compromising or
actions of the Guarantor in this clause
- on notifies the Guarantor within three
er or forfeiture of this Lease or the
companies, the Guarantor must, within
either:
- including payment of the Landlord's
of the Holding:
- ing effect on the date of the disclaimer
for the Tenant being struck off the
- this Lease would have ended if the
g-off had not happened;
- sums payable; and
- and conditions as this Lease; or
- the rents, any outgoings and all other
the amount equivalent to the total of
er sums due under this Lease that
of 6 months following the disclaimer,
- of the payment in full, the Landlord
ure obligations under this clause 11
nts in relation to any prior breaches).
- ed or discharged by:
- enforce in full, or any delay in
st, or any concession allowed to the
- ot that a surrender of part will end the
ect of the surrendered part);
- im that the Tenant or the Guarantor

- may have
- 11.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord;
- 11.4.5 any amalgamation, reconstruction or other business undertaken by any party with any other person, any change in the whole or any part of the assets or liabilities of any person;
- 11.4.6 the existence of a liability in relation to 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 Guarantor and shall not take any security, indemnity or other benefit from the Landlord in respect of the Tenant's obligations under this Lease.
- 11.6 Nothing in this clause shall create any liability on the Guarantor that exceeds the liability which would have been incurred had it were 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 and shall not be required under the ATA 1995 to be referred to arbitration. The arbitration shall be determined by an Independent Expert.
- 12.2 The Independent Expert shall:
- 12.2.1 invite the parties to make written submissions;
- 12.2.2 give the parties an opportunity to make counter submissions;
- 12.2.3 give written reasons, which will be binding on the parties;
- 12.2.4 be paid by the parties in the shares and in the manner determined by the Independent Expert (as a decision, in equal shares).
- 13. Applicable Law and Jurisdiction**
- 13.1 This Lease and any dispute arising out of or in connection with it will be governed by the law of England and Wales.
- 13.2 Subject to clause 13.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by arbitration, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 13.3 Any party may apply to the courts of England and Wales for an order for the arbitration to be set aside, including in relation to any non-contractual obligations, on the basis that the arbitration is not competent jurisdiction.

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

[Execution clauses for landlords]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the landlord is a company)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the tenant)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

S

A

M

P

L

E

<<Affix seal here>>

signature:

Director

signature:

[Director][Secretary]

signature:

Director

[Execution clauses for guarantors]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the company is a limited liability partnership)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

S

A

M

P

L

E

<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

(Signature)

First Schedule to the Tenant

1. The right to connect to the Holding provided that the Landlord and serving the time to time replace or re-route the Conduits.
2. [The right in common with others authorised by the Landlord to use those parts of the Property [which are shown edged green on the plan attached to the Holding with or without vehicles and machinery and animals] 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 this Lease does not include any right over neighbouring property, and the Landlord's title is subject to the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* does not include any right over neighbouring property]

Second Schedule to the Landlord and Tenant Act 1954

1. The right to use and control the Holding in connection with the business of the Tenant on the Holding which are in existence at the date of this Lease and which are or constructed during the Term and the right to lay, repair, alter, improve or demolish any Conduits, roads or fences benefitting the Landlord or Tenant.
2. The right to use all roads and paths and other rights of way across the Holding.
3. The right to enter the Holding for the purpose of doing any work which is required to do under the Lease or the Holding and the Landlord must:
 - a) give the Tenant reasonable notice of the proposed work (except in the case of emergency, when notice may be reasonably practicable);
 - b) cause as little physical damage as is reasonably practicable; and
 - c) repair any physical damage caused by the work as soon as reasonably practicable.
4. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not owned by the Landlord) as the Landlord in its absolute discretion considers necessary or desirable provided that these works interfere with the flow of light and air to the Holding.
5. The right, where necessary, to place scaffolding and other equipment on the Holding and to use the same in exercising the Landlord's rights under this Lease.
6. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant.
7. The right to enter into any agreement, easement, contract or licence affecting the Holding to enable the Landlord to employ agents of the grantee to enter the Holding with or without machinery to carry out works on the Holding, at the grantee's expense, which may be required under those agreements and the right to receive any sums 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 for the purpose of entering into an agri-environmental scheme during the Term. The Landlord shall co-operate with the Landlord's reasonable requirements relating to the scheme and the provision of consent and entry into relevant documentation.
9. The exclusive right to any archaeological artefacts discovered on the Holding.
10. The right to extract water from any well, borehole or other source on or under the Holding.
11. The right to all game, other than wild birds and the exclusive right to enter the Holding for the purpose of killing, kill and take them away and the right to hunt on or over the holding.

12. The right to enter the Holding to kill rabbits, hares, mink and other pests, subject to the Ground Game (Amendment) Act 1906.
13. The right to all timber, 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 drainage from the Holding.
15. All rights of light or air (whether now exist or that might (but for this reservation) be acquired).
16. <<Insert details of any covenants to be granted to the Landlord>>

S A M P L E