

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>>
LR3. Parties to this lease <i>Give full names, and address of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <ol style="list-style-type: none"> <i>The territory of incorporation</i> <i>The overseas company's registered number in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID'</i> <i>Where the entity is not registered, the place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities can be found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property being leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>
	Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>>
	Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The land and buildings [shown edged red on the plan attached to this lease and] known as <<Insert address of Holding>>

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<p>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.</p>	
<p>LR5. Prescribed statements etc</p> <p>If this lease includes a statement in accordance with rule LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>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 Landlord and Tenant (Covenants) Rules 2003.</p> <p>This lease is made under, or by virtue of, provisions of: the Leasehold Reform Act 1967 the Leasehold Reform Act 1985 the Leasehold Reform Act 1988 the Leasehold Reform Act 1996</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement(s) (if completed) from the three options below.</p> <p>NOTE: The information you provide in this section, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</p>	<p>including the commencement date>></p> <p>including the expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p>Specify the total premium, including VAT where payable.</p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the words of the provision.</p>	<p>contains a provision that prohibits or restricts dispositions.</p>

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LR9. Rights of acquisition

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

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

None

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

None

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

None

LR10. Restrictive covenants affecting the lease by the Landlord or other than the Property

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

None

LR11. Easements

Refer here only to the relevant paragraph of a schedule if the lease sets out the easements

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the relevant paragraph of a schedule if the lease sets out the rent charged

None

LR13. Application for planning permission or other restriction

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

N/A

<p>apply for each of them, tell us who they are, and the title against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>	
<p>LR14. Declaration of trust when the Tenant is more than one person complete this clause by omitting or inserting the appropriate alternative statement</p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or inserting the appropriate alternative statement.</i></p>	<p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants in equal shares.</p> <p>... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]</p>

1. Definitions and Interpretation

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

... text otherwise requires, the following

<p>‘Act of Insolvency’</p>	<p>means:</p> <p>(a) the filing of a statement of affairs in connection with any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;</p> <p>(b) the making of an application for an administration order or the making of an application for a winding-up order in relation to the Tenant or any guarantor;</p> <p>(c) the filing of a statement of affairs in connection with the intention to appoint an administrator, or the filing of prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;</p> <p>(d) the appointment of a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;</p> <p>(e) the filing of a statement of affairs in connection with 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 statement of solvency has been filed with the Registrar of Companies;</p> <p>(f) the making of an application for a winding-up order or a winding-up order in relation to the Tenant or any guarantor;</p> <p>(g) the removal of the name of the Tenant or any guarantor from the Register of Companies.</p>
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	<p>the making of an application for the Tenant or any struck-off;</p> <p>or any guarantor otherwise ceasing to exist (but not where the Tenant or any guarantor dies); or</p> <p>of an application for a bankruptcy order, the making of a petition for a bankruptcy order or the making of an order against the Tenant or any guarantor.</p> <p>ove shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and in relation to a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>cludes any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’	<p>ent>> per year exclusive of VAT as reviewed under</p>
‘APHA’	<p>and Plant Health Agency and anybody from time to time performing a similar role;</p>
‘ATA 1995’	<p>ral Tenancies Act 1995;</p>
‘Rural Payments Agency’	<p>payments Agency(previously known as the Basic Payments Agency) responsible for the administration of the delinked Greening Payment in England and any other body performing similar functions from time to time;</p>
‘Break Date’	<p>n is at least 12 months after service of the Break</p>
‘Break Notice’	<p>ice to terminate this Lease on the Break Date and the Break Date;</p>
‘Buildings’	<p>at and structures fixed to the Holding;</p>
‘Conduits’	<p>for the supply or removal of water, sewage, electricity or other utilities;</p>
‘Cross Compliance Conditions’	<p>management requirements and the standards for the good agricultural and environmental condition of land listed in EU Regulation 13 and all associated legislation and guidance;</p>
‘Defra’	<p>ent for Environment, Food and Rural Affairs and any other relevant department;</p>

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‘Entitlements’	<p>payments under the Rural Payments Agency and ents [details of which are set out below:</p> <p>: << >></p> <p>nts: << >></p> <p>ncy region: << >>];</p>
‘Greening Payment’	<p>ayment established by EU Regulation 1307/2013 for greening agricultural practices beneficial for the environment and any similar replacement payment established under domestic legislation;</p>
‘Holding’	<p>described in paragraph LR4 at the beginning of this</p> <p>Number: << >></p> <p><< >>;</p>
‘Independent Expert’	<p>ent expert agreed by the Landlord and Tenant or in t nominated by the President for the time being of the Chartered Surveyors at the written request of the ant;</p>
‘Insurance Rent’	<p>the Landlord of:</p> <p>dings insured in accordance with the Landlord’s s Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>ons of the Holding for insurance purposes from time</p> <p>ay excess or deductible under any insurance policy d incurs or will incur in reinstating the Buildings ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Buildings because ct or failure to act; and</p> <p>increased premiums that the insurers may require carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the</p>
‘Insured Risks’	<p>fire, lightning, explosion, storm, flood, subsidence, thquake, burst or overflowing water pipes, tanks or by aircraft or other aerial devices and any articles</p>

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	dropped and maliciously available (as at the time the insurance was reasonably available) except for excesses;	vehicles, riot, civil commotion and in each case, that cover is generally on the same terms in the UK insurance market at the time the insurance was reasonably available and any other risks which the Landlord agrees to insure from time to time, subject in all cases to any exclusions imposed by the insurers;
‘Interest’	means interest on outstanding payments (e.g. two years above the base rate for the time being of the Bank of England 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 (blue on the map) and any other land owned by the Landlord near to the Holding [shown edged red on the map];	
‘Permanent Grassland’	means land which has not been used for agricultural purposes for the last five years as defined in EU Regulation (EC) No 1257/1999;	
‘Permitted Use’	means use of the Holding for agricultural purposes only;	
‘Redundant Buildings’	means the buildings which are redundant or no longer used for agricultural purposes at the Holding which are shown on the map or "none">>;	
‘Rent’	means all payments payable by this Lease;	
‘Rent Commencement Date’	means <<insert date>>;	
‘Rent Days’	means [25th September and 25 December] in each year;	
‘Review Date’	means <<insert date>>;	
‘Rural Payments Service’	means the Rural Payments Agency and for the purposes of this Lease any Payment Agency applications and for the purposes of this Lease any such payments;	
‘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 its assigns;	
‘Term’	means the term of the Lease and any continuation of it or period of holding over;	
‘Title Matters’	means the title to the Holding (as shown on the map) and any wayleaves or easements affecting the Holding in the following documents: <<insert list of documents showing the Landlord's title to the Holding, e.g. title deeds, planning consents, environmental schemes>>;	

'VAT'	tax chargeable under the Value Added Tax Act 1994 placement or additional tax.

- 1.2 Unless otherwise requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
 - 1.2.2 reference to any day other than a Saturday, Sunday or public holiday in England and Wales;
 - 1.2.3 reference to a statute is a reference to that statute or to that statute as amended or re-enacted at the relevant time;
 - 1.2.4 reference to this Agreement and each of the Schedules and each of the Schedules or supplemented at the relevant time;
 - 1.2.5 reference to this Agreement; and
 - 1.2.6 reference to a clause of this Agreement (other than a paragraph of the relevant Schedule).

- 1.3 In this Agreement:
- 1.3.1 the word "person" includes a natural person, corporate or unincorporated (whether or not having separate legal personality);
 - 1.3.2 singular number include the plural and vice versa;
 - 1.3.3 gender include any other gender;
 - 1.3.4 obligations owed to more than one person are owed by or to them jointly and severally;
 - 1.3.5 the words "expiry of the Term" include any sooner determination of the Term by effluxion of time;
 - 1.3.6 the words "require the Tenant not to do an act or thing" includes an obligation not to do or suffer such act or thing to be done;
 - 1.3.7 the words "neglect or default of the Tenant" include the act, omission or default of any occupier of the Holding and their respective successors in title;
 - 1.3.8 the words "not form part of this Lease" and are not to be construed by any construction or interpretation; and
 - 1.3.9 the words "include" include any document supplemental or ancillary to the Lease entered into pursuant to its terms.

- 1.4 The provisions of this Agreement are for convenience only and shall not affect the operation of the law.

2. Demise and term

- 2.1 The Landlord shall demise the Holding to the Tenant for the term specified in the First Schedule to this Lease together with (insofar as the Landlord is able to grant) the rights set out in the First Schedule, excepting the rights reserved to the Landlord's Neighbouring Property the rights reserved to the Landlord, and subject to the Title Matters.

- 2.2 The Tenant shall pay to the Landlord the Rent as follows:
- 2.2.1 The Rent shall be payable in equal payments in advance by bankers' standing order (or by cash if the Landlord so requires) on the Rent Days,

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made on the date of this Lease for the period from the Commencement Date and ending on the day of the day;

2.2.2 To time the insurance Rent;

2.2.3 From the Tenant to the Landlord under this Lease;

2.2.4 For this Lease.

3. Tenant's Covenants

3.1 The Tenant shall covenants with the Landlord:

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

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

3.1.3 To indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the Holding.

(including VAT) on the Rent payable; and

to indemnify the Landlord's dealing with its own interests.

3.1.4 To pay the rates, charges, and financial impositions are payable on the Holding together with other property, to pay a fair proportion of the Rent payable.

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

3.1.6 To indemnify the Landlord for any loss or damage sustained by the Landlord because it has been allowed during the term of the Lease to make good that loss to the Landlord on demand.

3.1.7 To keep the Holding clean and tidy and clear of rubbish and to keep all fences, hedges, field walls, stiles, gates, cattle grids, ponds, watercourses, sluices, ditches, roads and drains in substantial repair and condition [but the Tenant need not put the Holding in any better state of repair than it was in at the date of the Lease by the Schedule of Condition].

3.1.8 To indemnify the Landlord:

for any loss or damage sustained by the Landlord in the repair and condition of the Holding under this Lease;

for any loss or damage sustained by the Landlord in the Holding the Tenant's livestock, equipment, and personal possessions; and

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y, straw, roots and green crops then remaining and all unused manure and compost properly the convenient place on the Holding.

3.1.9

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

may as the agent of the Tenant sell the

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must indemnify the Landlord against any liability to any third party whose possessions have been dlord in the mistaken belief that the possessions e Tenant; and

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

3.1.1

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

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

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es not comply with clause 3.1.10 a), to permit the enter the Holding and carry out the works at the nse and to pay to the Landlord on demand s a contractual debt) the proper expenses of such g all legal costs and other fees).

3.1.1

ed to exercise any right to enter the Holding to do ontractors, agents and professional advisors, and any reasonable time (whether or not during usual except in the case of an emergency after having e (which need not be in writing) to the Tenant.

3.1.1

rd on demand on an indemnity basis all costs, ther expenses (including legal costs and other berly incurred by the Landlord (or which otherwise e Landlord) in connection with or in contemplation

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nt of the tenant covenants of this Lease;

the Tenant's obligations in this Lease, including and service of a notice under section 146 of the y Act 1925;

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by the Tenant for consent under this Lease, pplication is withdrawn, or consent is granted or l, except in cases where the Landlord is required ly and the Landlord unreasonably refuses to give

3.1.1

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and service of a schedule of dilapidations served
x months after the end of the Term.

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ing only for the Permitted Use and to farm all or
lding for the purposes of a trade or business
Term in compliance with section 1(2) of the ATA

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cultivate the Holding in compliance with the Cross
onditions, the requirements for full Greening
otherwise in accordance with the rules of good
out in the Agriculture Act 1947, the terms of this
industry standards set out in the Defra codes of
and to keep the Holding in good heart and

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Holding for any purpose or in any manner that
ss, damage, injury, nuisance or inconvenience to
ny other tenants of the Landlord or any owner or
ghbouring property;

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avans, campers or travellers onto the Holding or
y of advertisements or signs at the Holding;

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Landlord's prior written consent to sell any grass
d party's livestock;

Landlord's prior written consent to keep or plant
any genetically modified crops;

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

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

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

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

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

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

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

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

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

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

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

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

to produce on request to the Landlord a record (including receipts and other evidence) of all fertilisers applied to the Holding including a record of what provision has been or is to be made for the return to the Holding of the full equivalent of the value of all crops, forage or other produce sold off or removed from the Holding;

at the end of the Term to return to the Holding the full residual value of all crops, forage and other produce removed from the Holding [except that the Tenant is not bound to put the soil in any better condition than it was in at the start of the Lease as evidenced by the soil assessment report in the Lease]; and

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

3.1.1

Conditions:

to carry out any alteration or addition to the Holding [except that the Tenant may erect temporary livestock handling equipment] and to remove or alter any fences, hedges, gates, ditches or other structures forming the boundaries of the Holding; and

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

3.1.1

Obligations in respect of the Holding:

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

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

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ecessary licences and consents for the discharge
om the Holding and to provide copies to the
quest;

he terms of any water abstraction licence in place

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

any planning permissions relating to or affecting
and

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

3.1.1

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

st notify the Landlord; and

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

3.1.1

on:

Holding on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the
art of the Holding;

he whole or any part of the Holding;

he whole or any part of the Holding; and

the whole or any part of the Holding;

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

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

3.1.1

during the last three months of the Term to enter
keep on any suitable part of the Holding a notice
and to allow potential tenants and buyers to view

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able times (accompanied by the Landlord or its

ce:

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

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

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

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

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

3.1.2

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

3.1.2

bliged, under or in connection with this Lease, to
ny other person any sum by way of a refund or
mount equal to any VAT incurred on that sum by
person, except to the extent that the Landlord or
redit for such VAT under the Value Added Tax Act

3.1.2

nnify the Landlord against all liabilities, expenses,
s and losses suffered or incurred by the Landlord
nection with:

he Tenant's covenants in this Lease;

ession of the Tenant or any other person on the
e Tenant's actual or implied authority; or

ny livestock from the Holding.

3.1.2

he Landlord a fair proportion (to be determined by
osts, fees and expenses properly incurred by the
repairing, replacing, maintaining, cleansing and
ghting any Conduits, structures or other items
capable of being used by the Holding in common
comply with any reasonable regulations made by
ne to time in connection with the use of such

3.1.2

to compulsory registration at the Land Registry,
e date of this Lease to apply to the Land Registry
nd once the registration has been completed to
the relevant titles to the Landlord.

3.1.2

to deliver to the Landlord the original of this Lease
ents as the Landlord reasonably requires to close

4. Landlord's obligations

- 3.1.2 If any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure a guarantor acceptable to the Landlord enters into a deed of guarantee with the Landlord in the same terms as the original guarantor.
- 4.1 The Landlord shall, subject to the Tenant paying the rents and complying with its obligations under this Lease:
- 4.1.1 To have quiet enjoyment of the Holding without any interference by the Landlord or any other person claiming under or in trust of the Landlord as otherwise permitted by the Lease.
- 4.1.2 To insure, excluding any Redundant Buildings, against loss or damage by fire and other insured Risks for the full reinstatement cost including reasonable incidental expenses, debris removal, site clearance and any applicable VAT, provided that the obligation to insure is subject to the following conditions:
- 4.1.3 The insurance policy being available in the London insurance market on terms and conditions acceptable to the Landlord; and
- 4.1.4 The policy does not contain any exclusions or limitations as the insurers may require.
- 4.1.5 The Tenant shall, with all necessary planning and other consents, to use the proceeds of any insurance received (other than for loss of rent) to repair the Holding and the money has been received or (as the case may be) the proceeds of any insurance. The Landlord shall not be obliged to:
- 4.1.6 Provide accommodation identical in layout or design so long as the replacement is reasonably equivalent to that previously at the Holding;
- 4.1.7 Rebuild or replace the Holding if the Tenant has failed to pay any of the rents due under this Lease; or
- 4.1.8 Rebuild or replace the Buildings after a notice has been served under Clause 4.2
- 4.2 If, following the destruction of the Building, the Landlord considers it necessary to reconstruct or rebuild the Building, the Landlord may terminate this Lease by giving not less than 2 months' written notice to the Tenant in accordance with Section 7 of the ATA 1995. On giving notice this Lease shall be without any prejudice to any right or remedy available to the Landlord in respect of any breach of the tenant covenants of this Lease and any insurance shall belong to the Landlord.

5. Repairs

- 5.1 [The Tenant and the Landlord shall each be liable for the respective obligations of landlord and tenant specified in The Landlord and Tenant (Election) (England) Regulations 2015 (the Regulations) incorporated into this Lease insofar as they are not inconsistent with the provisions of this Lease.]

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5.2 Noth
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6. Rural Paym

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for the maintenance and repair obligations of both
d in The Agriculture (Model Clauses for Fixed
tions 2015 and those obligations are incorporated
y are not inconsistent with the other provisions of

covenants>>.]

require either party to maintain or repair any
Landlord may repair or demolish them at any time

ements to the Tenant for the Term.

confirm that they are registered on the Rural

grant of this Lease, the Landlord shall apply to
ase of the Entitlements with the Rural Payments

all take all necessary steps for the lease of the
as soon as possible and no later than the next

will be an active farmer for the purposes of the
riteria. Any loss of Entitlements resulting from the
any requirements relating to the transfer of
the Tenant.

ments upon the maximum number of eligible
g;

s to obtain any additional or replacement
dy payments under the Rural Payments Agency
ne Holding without requiring expenditure;

Entitlements under the Rural Payment Agency so
l of the Entitlements;

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

documents submitted and materials received in
Payment Agency, the Entitlements and any
and provide the Landlord with copies on request;

in seven days of receiving documentation relating
der the Rural Payment Agency, the Greening
Compliance Conditions or any change in the
re of the Entitlements;

Compliance Conditions, the requirements for full
nd the requirements for full payment under the
/;

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- 6.6.8 any inspection visit to the Holding by the Rural
- 6.6.9 andlord, obtain the Landlord's approval of the to be submitted to the Rural Payment Agency or holding, both during and after the end of the Term;
- 6.6.10 of the Term, obtain the Landlord's prior consent to:
- concerning the management of the Entitlements; and
 - concerning the management of the Holding that might of the Landlord, or any other person farming the give full payment under the Rural Payment Agency ng Payment;
- 6.6.11 e Term, transfer all the Entitlements and any to the Landlord or the Landlord's nominee; and
- 6.6.12 andlord and any tenant of the Landlord to enable mit a claim under the Rural Payment Agency e Term.
- 6.7 The with the Cross Compliance Conditions, the requir ng Payment and the requirements for the full paym yment Agency in respect of the Holding for the rema r following the end of the Term.
7. **Farm Busin**
- The Landlor ge that each has received from the other a Notice under section nd confirm that the tenancy created by this Lease is intended t arm business tenancy.
8. **Provisos ar**
- 8.1 The p
- 8.1.1 <length of time rent is allowed to be in arrears e.g becoming due (whether formally demanded or
- 8.1.2 his Lease; [or]
- 8.1.3 vency[; or
- 8.1.4
- the L e Holding (or any part of them) at any time after and c ill end (but this will not affect any right or remedy availa
- 8.2 Noth ne Tenant the right to enforce, or to prevent the relea benefit of any covenants, rights or conditions to which are subject.
- 8.3 The p on who is not a party to this Lease has no right arising Contracts (Rights of Third Parties) Act 1999 to enfor se.
- 8.4 The hat nothing in this Lease constitutes or shall cons warranty that the Holding may lawfully be used for an s Lease.
- 8.5 The at it has not entered into this Lease in reliance on

- any notice made by or on behalf of the Landlord.
9. **Notices**
- 9.1 Any notice in connection with this Lease must be in writing and must be sent by first class post or special delivery to or otherwise delivered to the recipient under clause 9.2 or to any other address specified as its address for service by giving 5 working days' notice under this clause 9.
- 9.2 A notice shall be served on the Tenant if the Tenant is a limited liability partnership registered in the United Kingdom and is not a company registered at its registered office; and
- 9.2.2 if the notice is served at the party's principal place of business or
- 9.3 Any notice shall be served as served on the second working day after the date of the notice by first class post or special delivery or at the time specified in the notice or left at the recipient's address if delivered to or
- 9.4 Section 1 of the Property Act 1925 shall otherwise apply to notices given.
10. **[Termination]**
- 10.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving notice to the Tenant.
- 10.2 The Landlord may terminate this Lease at any time after the death of the Tenant (or where there is more than one Tenant) by serving a Break Notice on the Tenant.
- 10.3 If the Landlord terminates this Lease under clause 10, this will not affect the rights of any party in relation to the Lease.
- 10.4 The Landlord shall pay to the Tenant all payments of Rent that relate to a period of this Lease.]
11. **[Termination]**
- 11.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice to the Landlord.
- 11.2 This clause shall not apply if the Tenant gives notice following a notice given by the Tenant if the Tenant is not in arrears of Rent due up to the date of determination and gives notice to the Landlord and leaves behind no continuing underleases.
- 11.3 If the Tenant terminates this Lease under clause 11, this will not affect the rights of any party in relation to the Lease.
- 11.4 The Landlord shall pay to the Tenant all payments of Rent that relate to a period of this Lease.]
12. **[Guarantor's Obligations]**
- 12.1 The Guarantor shall be jointly and severally liable with the Tenant to the Landlord that the Tenant will comply with all the obligations under this Lease. If the Tenant defaults, the Guarantor shall indemnify and comply with those obligations;
- 12.1.1 The Guarantor shall be jointly and severally liable with the Tenant as primary obligor, and separate to the obligations under clause 1.1 above, to indemnify the Landlord against all

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es and expenses caused to the Landlord by the
the rents or comply with the Tenant's covenants
supplemental documents to this Lease); and

12.1.

Landlord as primary obligor to indemnify the
ses, costs, damages and expenses caused to the
ant proposing or entering into any company
, scheme of arrangement or other scheme having
he effect of impairing, compromising or releasing
tions of the Guarantor in this clause 12.

12.2 If the
mont
being
work

he discretion notifies the Guarantor within three
disclaimer or forfeiture of this Lease or the Tenant
of companies, the Guarantor must, within ten
s option either:

12.2.

a cost (including payment of the Landlord's costs)
ease of the Holding:

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

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

nt review date on the term commencement date
se if there is a rent review under this Lease that
at term commencement date that has not been
with the rent being reviewed as at the date of the
nt review);

review dates on each Rent Review Date under
falls on or after the term commencement date of
and

the same terms and conditions as this Lease; or

12.2.

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

12.1 If cla
inden

Guarantor must pay the Landlord's costs (on a full
T in respect of the grant of the lease.

12.2 If cla
relea
will n

on receipt of the payment in full, the Landlord must
s future obligations under this clause 12 (but that
ghts in relation to any prior breaches).

12.3 The
a)

ot be reduced or discharged by:
son to enforce in full, or any delay in enforcement
or any concession allowed to the Tenant or any

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- b) giving any right or remedy against the Tenant for any sums due under this Lease or observe the Tenant's obligations under this Lease;
- c) refusing to accept any rent or other payment due to the Landlord;
- d) surrendering the Lease (except that a surrender of part will end the Lease only in respect of the surrendered part);
- e) making any counterclaim that the Tenant or the Guarantor may have against the Landlord;
- f) making any claim for compensation on the basis of a disability or change in the constitution or status of the Landlord or of any other person who is liable, or of the Landlord's estate, in connection with this Lease;
- g) making any claim for compensation on the basis of a merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;
- h) making any claim for compensation on the basis of an occurrence in relation to the Guarantor of an Act of God.

a) the Landlord shall not be obliged to give the Tenant or the Guarantor a release by the Landlord by deed.

12.4 The Landlord shall not be obliged to make any security, indemnity or guarantee from the Tenant in competition with the Landlord in the insolvency of the Tenant or the Guarantor or to discharge the Tenant's obligations under this Lease.

12.5 The Landlord shall not be released from its future obligations under this Lease at the end of the Lease term.

a) the Landlord shall not be released from this Lease expires;

b) the Landlord shall not be released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or

c) the Landlord shall not be released from the Guarantor in accordance with clause 12.5.

13. **Dispute Resolution**

13.1 Any dispute arising out of or in connection with this Lease that is not required under the ATA 1995 to be determined by an Independent Expert.

- 13.2 The Landlord shall be bound by the decision of the Independent Expert in the following circumstances:
 - 13.2.1 the Landlord shall be bound by the decision of the Independent Expert to make written submissions;
 - 13.2.2 the Landlord shall be bound by the decision of the Independent Expert to give the Tenant an opportunity to make counter submissions;
 - 13.2.3 the Landlord shall be bound by the decision of the Independent Expert for his decisions, which will be binding on the Landlord and the Tenant in the shares and in the manner of making a decision, in equal shares).

14. **Applicable Law**

14.1 This Lease shall be governed by the law of England and Wales and the Landlord shall be bound by the law of England and Wales.

14.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

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

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

Signed as a deed by

Signature:

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

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Rights Granted to the Tenant

1. The right to use the Conduits belonging to the Landlord and serving the Holding provided that the Tenant may from time to time replace or re-route the Conduits.
2. [The right in and to the Conduits and all others authorised by the Landlord to use those parts of the Conduits which are shown edged green on the plan attached to this Lease to gain access to and from the Holding with or without vehicles and machinery and animals and to use the Conduits and all others may from time to time change the route of the Conduits and all others]
3. use those parts of the Conduits which are shown edged green on the plan attached to this Lease to gain access to and from the Holding with or without vehicles and machinery and animals and to use the Conduits and all others may from time to time change the route of the Conduits and all others
4. <<Insert details of the rights to be granted to the Tenant>>
5. [Except as mentioned in this Lease, the Tenant of this Lease does not include any right over the Conduits and all others by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows*]

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Rights Reserved to the Landlord

1. The right to use any Conduits on the Holding which are in existence at the date of the Lease and any installed or constructed during the Term and the right to lay, alter, repair, maintain, remove and inspect any Conduits, roads or fences benefitting the Holding or any part of the Holding or any other Property.
2. The right to use any rights of way and other rights of way across the Holding.
3. The right to do anything that the Landlord is expressly entitled to do or required to do for or any other reasonable purposes in connection with this Lease and that the Landlord must:
 - a) give the Tenant notice (except in the case of emergency, when the Landlord may give such notice as may be reasonably practicable);
 - b) cause the works to be done as reasonably practicable; and
 - c) repair the damage caused by the works that the Landlord causes as soon as reasonably practicable.
4. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining land (whether or not it others to do so) as the Landlord in its absolute discretion sees fit, provided that these works interfere with the flow of light and air to the Holding.
5. The right, when necessary, to place scaffolding and other equipment onto the Holding and to place and remove the same in exercising the Landlord's rights under this Lease.
6. The right to use any part of the Holding for any purpose whatsoever and without imposing any restrictions or conditions on the use of the Holding or neighbouring premises any restrictions or conditions on the use of the Holding or neighbouring premises upon the Tenant.
7. The right to do anything that the Landlord is expressly entitled to do or required to do affecting the Holding with the exception of the right to allow agents of the grantee to enter the Holding with any machinery to carry out works on the Holding, which may be required under those agreements and the right to make other payments due under any current or future contract or licence relating to the Holding.
8. The right to do anything that the Landlord is expressly entitled to do or required to do during the term of the Holding into an agri-environmental scheme and to co-operate with the Landlord's reasonable requirements in connection with the scheme including the provision of consent and entry into the scheme.
9. The exclusive right to any archaeological artefacts discovered on the Holding.
10. The right to use any water course on or under the Holding.
11. The right to do anything that the Landlord is expressly entitled to do or required to do to shoot, kill and take them away and the exclusive right to do so on or over the holding.

12. The right to hunt and take rabbits, hares, mink and other pests, and the Ground Game (Amendment) Act 1906.
13. The right to all mines, quarries and minerals and all stones, sand, brick-clay, gravel, turf on, in or under the Holding, with the right of access to and remove the same, provided that the person exercising the right shall make good any physical damage caused or pay compensation for it.
14. The right to any adjoining premises owned by the Landlord from the Holding.
15. All rights of light that now exist or that might (but for this reservation) be acquired.
16. <<Insert details of other rights to be reserved to the Landlord>>

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Rent Review Provisions

[There will be no rent review during the Term and Part II of the ATA 1995 will not apply.]

OR

[The Annual Rent shall be subject to statutory rent review provisions contained in Part II of the ATA 1995.]

OR

[The Annual Rent will be subject to statutory rent review provisions contained in Part II of the ATA 1995.]

during the Term and Part II of the ATA 1995 will

utary rent review provisions contained in Part II of

Review Date but otherwise in accordance with the
Part II of the ATA 1995.]

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