

STAMP

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

S

LR5. Prescribed statements etc.

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

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

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

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

A

LR6. Term for which the Proper

Include only the appropriate stat completed) from the three options

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

including commencement date>>

cluding expiry date>>

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

M

s as follows: term>>

LR7. Premium

Specify the total premium, inclu VAT where payable.

premium or "none">>

P

LR8. Prohibitions or restri disposing of this lease

Include whichever of the two st appropriate.

Do not set out here the wor provision.

contains a provision that prohibits or spositions.

L

LR9. Rights of acquisition etc.

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

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

E

S

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

landlord's contractual rights to acquire

A

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

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

M

LR11. Easements

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

easements granted by this lease for the benefit of the Property

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

P

LR12. Estate rentcharge burdened on the Property

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

L

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which the restriction is to be entered. If you wish to apply for more than one standard form of restriction, you may do so by applying a separate clause to apply for each of them, or by applying against which title and the full text of the restriction you are applying.

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

E

LR14. Declaration of trust where the Property is held by more than one person. They are to

hold the Property as joint tenants or as tenants in common.

more than one person complete this clause as if the Tenant is more than one person. They are to complete this clause by omitting or inapplicable alternative statements

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

If the Tenant is more than one person, they are to complete this clause by omitting or inapplicable alternative statements

Property on trust for themselves as joint

Property on trust for themselves as common in equal shares.]

Property on trust <<Complete as >>]

1. Definitions and Interpretation

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

'Act of Insolvency' means:

- (a) the Tenant or any guarantor is in connection with any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;
(b) the Tenant or any guarantor is in liquidation or in administration or in receivership or in relation to the Tenant or any guarantor;
(c) the Tenant or any guarantor has made an arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;
(d) the Tenant or any guarantor has appointed a receiver or manager or an administrative receiver or manager of the property or income of the Tenant or any guarantor;
(e) the Tenant or any guarantor has been voluntarily wound-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Registrar of Companies;
(f) the Tenant or any guarantor has been ordered to be wound-up or a winding-up order or a winding-up order has been made in respect of the Tenant or any guarantor;
(g) the Tenant or any guarantor has been removed from the Register of Companies in consequence of an application for the Tenant or any guarantor;
(h) the Tenant or any guarantor otherwise ceasing to exist (but not if the Tenant or any guarantor dies); or
(i) the Tenant or any guarantor has been declared bankrupt or a bankruptcy order or the making of a bankruptcy order or the making of a bankruptcy order in respect of the Tenant or any guarantor.

The parties to this Agreement shall be jointly and severally liable in relation to a partnership or limited liability partnership under the Partnership Act 1890 and the Limited Liability Partnerships Act 2000.

S
A
M
P
L
E

text otherwise requires, the following

in connection with any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;
tion for an administration order or the receivership order in relation to the Tenant or any guarantor;
intention to appoint an administrator, or the making of any of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrative receiver or manager or an administrative receiver or manager of the property or income of the Tenant or any guarantor;
voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Registrar of Companies;
or a winding-up order or a winding-up order has been made in respect of the Tenant or any guarantor;
nt or any guarantor from the Register of Companies in consequence of an application for the Tenant or any guarantor;
antor otherwise ceasing to exist (but not if the Tenant or any guarantor dies); or
ication for a bankruptcy order, the making of a bankruptcy order or the making of a bankruptcy order in respect of the Tenant or any guarantor.

	Partnership (as defined in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and any partnership (as defined in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended)) subject to the modifications referred to in the Lease;
	Act of Insolvency (as defined in the Insolvency Act 1986) or any analogous proceedings or events that may be treated as an act of insolvency under the legislation of another jurisdiction in relation to the Landlord or any person or entity incorporated or domiciled in such relevant jurisdiction;
‘Annual Rent’	means the Annual Rent payable hereunder exclusive of VAT;
‘APHA’	means the Animal and Plant Health Agency and any body from time to time performing the functions of the Agency;
‘ATA 1995’	means the Agricultural Tenants Act 1995;
‘Basic Payment Scheme’	means the Basic Payment Scheme established by EU Regulation No. 1307/2013 for agricultural support and the replacement scheme including a scheme established by the Government of the United Kingdom;
‘Buildings’	means the Buildings and any fixtures and fittings fixed to the Holding;
‘Break Date’	means the date which is <insert number, e.g. 6 or 12>> months after the date of the Lease;
‘Break Notice’	means a notice to terminate this Lease on the Break Date and specifying the Break Date;
‘Conduits’	means the Conduits and any pipes and similar structures for or removal of water, sewage, electricity and gas;
‘Cross Compliance Conditions’	means the Cross Compliance requirements and the standards for the 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;
‘Entitlements’	means the Entitlements for subsidy payment under the Common Agricultural Policy and any similar entitlements [details of which are set out in Schedule 1];
	Entitlements
	Number of Entitlements
	Basic Payment Scheme
	<< >>];
‘Greening Payment’	means the Greening Payment established by EU Regulation 1307/2013 for agricultural practices beneficial for the environment and any similar replacement payment under domestic legislation;

‘Holding’

means the Lease bearing the number...

paragraph LR4 at the beginning of this

OS Grid Reference

>>

Description

Acreage

‘Independent Expert’

means the person named in the default provisions of the Royal Institution of Chartered Surveyors at the written request of the Landlord

agreed by the Landlord and Tenant or in writing by the President for the time being of the Royal Institution of Chartered Surveyors at the written request of the Landlord

‘Insurance Rent’

means the sum of:

of:

(a) keeping in accordance with the Landlord’s obligations

in accordance with the Landlord’s obligations

(b) insurance of the Buildings

Insurance Rent;

(c) insurance of third party liability; and

third party liability; and

(d) obtaining and paying for insurance purposes from time to time

obtaining and paying for insurance purposes from time to time

and:

(e) the sum of any deductible under any insurance policy that the Tenant will incur in reinstating the Buildings damaged by an Insured Risk;

deductible under any insurance policy that the Tenant will incur in reinstating the Buildings damaged by an Insured Risk;

(f) a sum representing the amount of the Insured Risk to the Buildings because of the Insured Risk to act; and

that the insurers refuse to pay following an Insured Risk to the Buildings because of the Insured Risk to act; and

(g) any other sum as a result of the alteration of the Holding

premiums that the insurers may require as a result of retention of any permitted use or any lawful occupier’s use of the Holding

‘Insured Risks’

means fire, explosion, storm, flood, subsidence, landslip, earthquake, burst or overflowing water pipes, tanks or apparatus, aircraft or other aerial devices and any articles or vehicles, riot, civil commotion and malicious damage, in each case, that cover is generally available on standard terms in the UK insurance market at the time of the Lease, and any other risks which the Landlord may from time to time, subject in all cases to any exclusions imposed by the insurers;

fire, explosion, storm, flood, subsidence, landslip, earthquake, burst or overflowing water pipes, tanks or apparatus, aircraft or other aerial devices and any articles or vehicles, riot, civil commotion and malicious damage, in each case, that cover is generally available on standard terms in the UK insurance market at the time of the Lease, and any other risks which the Landlord may from time to time, subject in all cases to any exclusions imposed by the insurers;

‘Interest’

means the rate of interest on outstanding payments e.g. two per cent above the base rate or that bank ceases to exist) as determined by the Landlord to the Tenant;

rate of interest on outstanding payments e.g. two per cent above the base rate or that bank ceases to exist) as determined by the Landlord to the Tenant;

‘Landlord’

includes the Landlord and the immediate reversion to this Lease;

the immediate reversion to this Lease;

‘Landlord’s Neighbouring Land’

means the land shown edged blue on the site plan

Landlord near to the Holding [shown edged blue on the site plan];

Property'

'Permanent Grassland'

means land which has not been used for agricultural or other herbaceous forage that has not been used for the last five years as defined in EU Regulation

'Permitted Use'

means use for agricultural or cultural purposes only;

'Redundant Buildings'

means the structures at the Holding which are redundant or structures at the Holding which are described in the Schedule of Condition or "none">>;

'Rent'

means as defined by this Lease;

'Rent Commencement Date'

means <<insert date to be paid>>;

'Rent Days'

means [insert date between 1 September and 25 December] in each year;

'RPA'

means the Rural Payments Agency responsible for the administration of the Basic Payment Scheme in England and any other functions from time to time;

'Rural Payments Service'

means the Rural Payments Service responsible for the Basic Payment Scheme applications and for the subsidy payment under the Basic Payment Scheme;

'RICS'

means the Royal Institution of Chartered Surveyors;

'Schedule of Condition'

means the Schedule of Condition (if any) attached to this Lease;

'Tenant'

includes the Tenant's assigns;

'Term'

means the term of the Lease as defined in paragraph LR6 at the beginning of this Lease;

'Title Matters'

means the title matters set out in the following documents: <<insert list of documents including the landlord's title to the Holding, e.g. title deeds, planning consents, environmental schemes>>;

'VAT'

means value added tax payable under the Value Added Tax Act 1994 and any subsequent Act or additional tax.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing" does not include email;

1.2.2 a "working day" means any day other than a Saturday, Sunday or public holiday in England and Wales;

1.2.3 a statute or statutory provision is a reference to that statute or provision as amended at the relevant time;

- 2.2.3 any other ... ant to the Landlord under this Lease;
and
- 2.2.4 any VAT ... e.

3. Tenant's Covenants

- 3.1 The Tenant cov
 - 3.1.1 To pay t ... and in the manner stated without any
legal or e ... off or counterclaim unless required by
law.
 - 3.1.2 If any su ... is unpaid for more than <<maximum
length of ... be in arrears e.g. 7 days>> (whether
formally ... the Landlord refuses to accept rent so
as not to ... ant, the Tenant must on demand pay
Interest (... rrears) calculated on a daily basis on
the amo ... from the due date until the date on
which pa
 - 3.1.3 To pay o ... against all existing and future rates,
taxes, d ... financial impositions charged on the
Holding e
 - a) tax (... tent payable; and
 - b) any ... lord's dealing with its own interests.
 - 3.1.4 If any r ... rges, and financial impositions are
payable ... together with other property, to pay a
fair propo ... ble.
 - 3.1.5 To pay o ... against all charges incurred relating
to water ... face water drainage, electricity, oil,
telephon ... m munications, internet, data
commun ... lies or utilities supplied to the Holding
(includi ... nd meter rents) or a fair proportion of
the costs ... ility is shared with any other property
and is no
 - 3.1.6 If the La ... because it has been allowed during
the Term ... e good that loss to the Landlord on
demand.
 - 3.1.7 To preven ... ings and keep them in a good and
watertigh ... at this obligation shall not apply in
respect o ... ings[, but the Tenant need not put the
Buildings ... repair than they were in at the date of
this Leas ... schedule of Condition].
 - 3.1.8 To keep ... y and clear of rubbish and to keep all
Conduits ... edges, field walls, stiles, gates, cattle
grids, bri ... watercourses, sluices, ditches, roads
and yard ... l repair and condition [but the Tenant
need not ... better state of repair than it was in at

- the date [to be inserted by the Schedule of Condition].
- 3.1.9 At the end of the term of the Lease, the Tenant shall:
- to repair and put the Holding in the repair and condition required by the Schedule of Condition;
 - remove from the Holding all of the Tenant's livestock, equipment, goods and chattels;
 - to leave the Holding in a good state of repair and to remove all manure and compost properly stacked in a suitable place on the Holding.
- 3.1.10 If, following the termination of the Lease, any of the Tenant's possessions remain on the Holding and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- the Landlord may, at the discretion of the Tenant sell the possessions;
 - the Landlord shall be liable to the Landlord against any liability incurred by the Landlord as a third party whose possessions have been sold or disposed of in good faith and in mistaken belief that the possessions belonged to the Landlord;
 - the Landlord shall be entitled to pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.11 To permit the Landlord to enter the Holding at reasonable times on reasonable prior notice (except in the case of an emergency) to enter and inspect the Holding and:
- if the Landlord gives notice to the Tenant (or leaves on the Holding any notices or signs) for repairs or maintenance which the Tenant has failed to carry out or any other failure by the Tenant to comply with the obligations under this Lease, to repair the Holding in accordance with the notice within a period of 14 days from the date of the notice (or sooner if requested by the Landlord);
 - if the Landlord gives notice to the Tenant in accordance with clause 3.1.11 a), to permit the Landlord to enter the Holding and carry out the works at the expense of the Tenant (or to pay to the Landlord on demand (or to reimburse to the Landlord) the proper expenses of such works and other fees).
- 3.1.12 To allow the Landlord to exercise any right to enter the Holding to do so to carry out the works or to employ contractors, agents and professional advisers, to enter the Holding 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;
- 3.1.13 To pay to the Landlord and on an indemnity basis all costs, charges, expenses and losses (including legal costs and other professional fees) incurred by the Landlord (or which

otherwise contemplated (including any such obligations of the Landlord) in connection with or in connection with the Term.

- a) the effect of any such covenants of this Lease;
- b) any such obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;
- c) any such obligations of the Tenant 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 presence or absence of a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.14 With regard to the

- a) to use the Holding for the Permitted Use and to farm all or part of the Holding for the purposes of a trade or business in compliance with section 1(2) of the Agriculture Act 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 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 tenants of the Landlord or any owner or occupier of the property;
- d) not to allow persons or travellers onto the Holding or to display advertisements or signs at the Holding;
- e) not to cut or take any grass or other crops without the prior written consent to sell any grass or other crops;
- f) not to cut or take any grass or other crops without the prior written consent to keep or plant on the Holding any modified crops;
- g) not to remove any soil, topsoil, turf, stone or gravel from the Holding without the prior written consent to break up or convert any part of the Holding that is Permanent Pasture or to remove topsoil, turf, stone or gravel from the Holding;
- h) not to take any part of the Holding for any purpose other than the Permitted Use but the Tenant shall not require the prior written consent of the Landlord for the designation of any ecological focus area on the Holding and the Tenant shall be required to receive the Greening Payment in respect of any such area.

S A M P L E

- i) not without the written consent to enter the whole or part of the Holding for any agri-environmental scheme or similar scheme;
- j) to take such steps as are necessary to preserve and prevent the destruction of all other 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 or use the Holding except in compliance with the relevant statutory provisions and with the Cross Compliance Regulations;
- l) to inform the APHA immediately of any outbreak of a notifiable disease and of any order made under it;
- m) to inform the Landlord of any quarantine organisms and subject to any conditions of sale;
- n) to comply with any recommendation or direction from the APHA, or any reasonable request from the Landlord for the treatment of any disease;
- o) to take such steps as are practicable to keep the Holding free from insects and other pests and free from diseases, weeds, rabbits, moles, rabbits, rats and other vermin;
- p) to notify the Landlord immediately if the Tenant finds growing on the Holding any weeds specified in the Weeds Act 1959 or the Weeds Act 2003 and to use all reasonable steps to remove them;
- q) to use such measures as are necessary to ensure that timber, hedges and crops are protected from insect damage during spraying and to comply with the latest statutory provisions as to the use of pesticides;
- r) to keep a record on request to the Landlord a record of all stock and produce sold from the Holding and of any produce (including manure and slurry) removed from the Holding together with the dates of removal and evidence of crops grown on the Holding including pesticide application records, seed and fertilizer records;
- s) to keep a record on request to the Landlord a record (including evidence) of all fertilisers applied to the Holding and a record of what provision has been or is being made for the disposal to the Holding of the full equivalent of the full equivalent of forage or other produce sold off or removed from the Holding;
- t) in the event of the Tenant's removal to return to the Holding the full equivalent of all crops, forage and other produce sold off or removed from the Holding [except that the Tenant is not

requ
date
to th

y better condition that it was in at the
ced by the soil assessment annexed

u) in th
acco
on r
direc

to farm and cultivate the Holding in
ble requirements of the Landlord and
w the Landlord to enter the holding
ate any land in the Holding.

3.1.15 With rega

a) not t
the
and
wate

r addition to the Holding [except that
orary livestock handling equipment]
ny fences, hedges, gates, ditches or
undaries of the Holding; and

b) not
remo
sapl

prior written consent to cut, lop,
edges, fruit or other trees, coppice,
ods.

3.1.16 With rega

respect of the Holding:

a) to co
use

ing to the Holding or to the Tenant's
olding;

b) withi
com
Land
with
in c
requ

by the Tenant of any notice or other
e Holding to send a copy to the
o take all necessary steps to comply
munication and take any other action
e Landlord acting reasonably may

c) to ob
efflu
on re

ses and consents for the discharge of
nd to provide copies to the Landlord

d) not t
on th

ny water abstraction licence in place

e) not t
the u

permission for the Holding or change
ding;

f) to co
the F

y permissions relating to or affecting

g) to co
Matt
to do
Title

s of the Landlord relating to the Title
gations relate to the Holding and not
th the rights of third parties under the

3.1.17 Not to al
If an er
easemer

ents to be acquired over the Holding.
t in the acquisition of a right or

a) the T

ndlord; and

b) the T

ndlord in any way that the Landlord

requ
the T
inter

vision so long as the Landlord meets
not adverse to the Tenant's business

3.1.18 With rega

- a) not t...st for another;
- b) not... occupy the whole or any part of the Holding;
- c) not t... possession or occupation of the whole or any part of the Holding;
- d) not t... any part of the Holding;
- e) not t... any part of the Holding; and
- f) not t... any part of the Holding;
- g) not... partnership, share-farming agreement, contract management agreement or shared occupation of the Holding; and
- h) not t... influence over the Holding in favour of any other person to enjoy the use or benefit of the Holding;

3.1.19 To perm
enter the
notice fo
buyers to
Landlord

the last three months of the Term to
on any suitable part of the Holding a
and to allow potential tenants and
reasonable times (accompanied by the

3.1.20 With rega

- a) to in... farming stock and crops with an insured value by the Landlord to the full market value by any of the Insured Risks;
- b) to m... insurance in relation to the Holding with an insured value approved by the Landlord of at least [five] per cent of the value in respect of each claim;
- c) to p... a summary of the main terms of the insurance policy to above and evidence that the policy is in force;
- d) to co... ents of any insurers in relation to the Holding to do anything which could invalidate any insurance policy;
- e) if the... to do anything which increases any insurance premium payable by the Landlord to repay the Landlord on demand.

3.1.21 To pay V

able supplies made to the Tenant in

connecti
if earlier,

due date for making any payment or,
supply is made for VAT purposes.

3.1.22 Where th
pay the
indemnit
the Land
other pe
Act 1994

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

3.1.23 The Ten
expenses
the Land

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

- a) any
- b) any
- c) the e

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

3.1.24 To pay o
by the La
the Land
and (wh
items wh
common
regulatio
the use o

ard a fair proportion (to be determined
s and expenses properly incurred by
ng, replacing, maintaining, cleansing
g 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

3.1.25 If this Le
within o
Registry
complete

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.

3.1.26 At the e
Lease ar
to close
noted ag

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

3.1.27 To notify
under thi
procure
deed of
guarant

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

4. Landlord's Covenants

4.1 The Landlord co
rents and other

subject to the Tenant paying the
with its obligations under this Lease:

4.1.1 To perm
and inter
in trust fo

et enjoyment of the Holding without
or any other person claiming under or
otherwise permitted by the Lease.

4.1.2 To insure
loss or d
including

y and Redundant Buildings, against
sks for the full reinstatement cost
cidental expenses, debris removal,

S

site clear
insure is
a) to r
rea
b) to s
imp

4.1.3 Subject to
all insura
damage
be) to rel
a) pro
acc
Ho
b) rep
Ins
c) rep
pur

4.2 If, following dam
that it is imposs
terminate this Le
Lease shall dete
remedy of the L
this Lease. Any

M

5. Basic Payment Schem

5.1 The Landlord le
5.2 The Landlord an
Payments Servi
5.3 As soon as poss
register this Lea
5.4 The Landlord an
Entitlements to b
Basic Payment S
5.5 The Tenant con
Basic Payment S
from the Tenant
Entitlements will
5.6 The Tenant sha
5.6.1 maintain
hectares
5.6.2 use best
entitleme
that are a
5.6.3 claim pay
so as no
5.6.4 not trans
anything

P

L

E

S

A

M

P

L

E

the Entitlements and any other documents available for use in relation to the Holding and the Basic Payment Scheme;

5.6.5 keep copies of all documents submitted and materials received in connection with the Basic Payment Scheme, the Entitlements and any other documents available for use in relation to the Holding and the Basic Payment Scheme; and

5.6.6 notify the Landlord in writing within 14 days of receiving documentation in connection with the Basic Payment Scheme, the Entitlements and any other documents available for use in relation to the Holding and the Basic Payment Scheme, the compliance Conditions or any change to the Entitlements;

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

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

5.6.9 if required by the Landlord, submit to the Landlord's approval of the contents of any documents submitted to the RPA or Defra relating to the Entitlements at the end of the Term;

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

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

5.6.11 before the end of the Term to transfer all the Entitlements and any other documents available for use in relation to the Holding and the Basic Payment Scheme to the Landlord or the Landlord's nominee; and

5.6.12 co-operate with any tenant of the Landlord to enable the tenant to comply with the requirements under the Basic Payment Scheme and the Entitlements;

5.7 The Landlord shall be responsible for the compliance Conditions, the requirements for full payment under the Basic Payment Scheme and the requirements for full payment under the Entitlements for the remainder of the calendar year.

6. Farm Business Tenancy

The Landlord and Tenant confirm that the Tenant has received from the other a written confirmation 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 in respect of time rent is allowed to be in arrears for a period of 14 days after the date when it is due (whether formally demanded or not); and

7.1.2 the Tenant shall not be liable for interest on any amount due [or]

7.1.3 there is no obligation on the Tenant to pay interest on any amount due [or]

S

7.1.4 the Tenant

the Landlord may
and on doing so
available to the

or any part of them) at any time after
this will not affect any right or remedy

7.2 Nothing in this
release or modification
which any adjoining

the right to enforce, or to prevent the
any covenants, rights or conditions to

7.3 The parties agree
arising solely by
enforce any term

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

7.4 The Tenant acknowledges
constitute a representation
for any purpose

g in this Lease constitutes or shall
that the Holding may lawfully be used

7.5 The Tenant acknowledges
on any representation

not entered into this Lease in reliance
by or on behalf of the Landlord.

8. Notices

8.1 Any notice given
sent by pre-paid
or left at the address
in the United Kingdom
service by giving

with this Lease must be in writing and
delivered to or otherwise delivered to
under clause 8.2 or to any other address
has specified as its address for
'working days' notice under this clause 8.

8.2 A notice served

8.2.1 a company
Kingdom

partnership registered in the United
registered office; and

8.2.2 anyone else
or residence

the party's principal place of business

8.3 Any Notice given
the date of posting
the time the notice
to or left at that

delivered on the second working day after
first class post or special delivery or at
at the recipient's address if delivered

8.4 Section 196 of the
given under this

1925 shall otherwise apply to notices

9. [Termination by Landlord]

9.1 The Landlord may
serving a Break

at any time [after <<insert date>>] by

9.2 The Landlord may
Tenant (or where
Notice on the Tenant

at any time after the death of the
surviving Tenant) by serving a Break

9.3 If the Lease ends
for any prior break

will not affect the rights of any party
to this Lease.

A

M

P

L

E

S

9.4 The Landlord shall pay all payments of Rent that relate to a period after the [insert date].

10. [Termination by Tenant]

10.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by serving a Break Notice.

10.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid all Rent due 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, this will not affect the rights of any party for any prior period in this Lease.

10.4 The Landlord shall pay all payments of Rent that relate to a period after the [insert date].

11. [Guarantor's Covenants]

11.1 The Guarantor:

11.1.1 Guarantees that the Tenant will comply with all the obligations of this Lease. If the Tenant defaults, the Guarantor shall indemnify and comply with those obligations;

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

11.1.3 Covenants as primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Guarantor's voluntary or involuntary liquidation or other scheme having the effect of impairing, compromising or releasing the Guarantor in this clause 11.

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

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

a) for a period of 3 months having effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

b) ending this Lease as if this Lease would have ended if the disclaimer or forfeiture had not happened;

A

M

P

L

E

- c) at the time the sums payable; and
- d) other terms and conditions as this Lease; or

11.2.2 pay the rents, any outgoings and all other sums due under this Lease or the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant if of 6 months following the disclaimer, forfeiture

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

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

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

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

11.4.3 any right of the Tenant or the Guarantor to set aside or vary any agreement that the Tenant or the Guarantor may have entered into;

11.4.4 any death, bankruptcy, liquidation or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of the Landlord;

11.4.5 any amalgamation, merger, reconstruction or restructuring undertaken by any party with any other person, any assignment, sale, lease, mortgage or other person; or

11.4.6 the existence of a moratorium or relation to the Guarantor of an Act of Insolvency;

11.4.7 anything done or omitted to be done by the Landlord by deed.

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

11.6 Nothing in this clause shall release the Guarantor from any liability on the Guarantor that exceeds the liability of the Tenant [as if the Guarantor were it the tenant of this Lease.]

12. Dispute Resolution

12.1 Any dispute arising out of or in connection with this Lease is not required under the ATA 1995 to be referred to arbitration and 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.

S

12.2.3 give written notices to the other party; and
12.2.4 be paid by the other party in the manner specified in the notices.

ons, which will be binding on the
Tenant in the shares and in the
a decision, in equal shares).

13. Applicable Law and Jurisdiction

13.1 This Lease and any obligations arising out of or in connection with it will be governed by the law of England and Wales.
13.2 Subject to clause 13.1, any disputes in this Lease requiring a dispute to be settled by arbitration, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with the obligations in relation to any non-contractual obligations.
13.3 Any party may bring proceedings of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in the competent jurisdiction.

gations arising out of or in connection
land and Wales.
ns in this Lease requiring a dispute to
n, the courts of England and Wales
any dispute arising out of or in
in relation to any non-contractual
of the courts of England and Wales
ease, including in relation to any non-
ompetent jurisdiction.

THIS LEASE has been executed and dated

ered on the day on which it has been

[Execution clauses for landlord]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

A

M

P

L

E

Address _____

OR (execution clause where _____ al)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company exe

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

signature:

Director

signature:

[Director][Secretary]

OR (alternative company exe

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

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarant

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company exe

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

signature:

Director

signature:

[Director][Secretary]

OR (alternative company exe

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

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where _____ual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

**S
A
M
P
L
E**

First Schedule to the Tenant

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

S
A
M
P
L
E

Second Schedule – Rights Reserved to the Landlord

1. The right to use and control any Conduits on the Holding which are in existence at the date of this Lease or constructed during the Term and the right to lay, repair, maintain and replace any Conduits, roads or fences benefitting the Landlord or Tenant.
2. The right to use all roads, paths and other rights of way across the Holding.
3. The right to enter the Holding to do any work that the Landlord is expressly entitled or required to do under this Lease or the Holding for any reasonable purposes in connection with this Lease or the Holding. The Landlord must:
 - a) give the Tenant reasonable notice (except in the case of emergency, when notice may be reasonably practicable);
 - b) cause as little physical damage as is reasonably practicable; and
 - c) repair any physical damage caused by the Landlord as soon as reasonably practicable.
4. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord owns them) as the Landlord in its absolute discretion considers necessary 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 onto the Holding and to erect and use the same in exercising the Landlord's rights under this Lease.
6. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant's Property.
7. The right to enter into any agreement, easement, contract or licence affecting the Holding to enable the Landlord or its lawful agents to enter the Holding with or without the Tenant's consent to use any machinery to carry out works on the Holding, at the grantee's expense, which may be required under those agreements and the requirements of any laws or other payments due under any current or future wayleave agreement, contract or licence relating to the Holding.
8. The right to enter the Holding to enable the Landlord to enter into an agri-environmental scheme during the Term. The Landlord shall cooperate with the Landlord's reasonable requirements relating to the scheme, including the provision of consent and entry into relevant documentation.
9. The exclusive right to any archaeological or biological 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 to hunt, kill and take them away and the exclusive right to do so on or over the holding.

12. The right to enter the land for the purpose of hunting, shooting or fishing, subject to the Ground Game (Amendment) Act 1906.
13. The right to all timber, minerals, quarries and minerals and all stones, sand, brick-earthenware, or any other substance, on, in or under the Holding, with the right of access to cut, dig, mine, or remove the same, provided that the person exercising these rights shall make good any physical damage caused or pay compensation for it.
14. The right to support and shelter for any building or other structure on any premises owned by the Landlord from the Holding.
15. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired) in or over the Holding.
16. <<Insert details of any other rights or interests to be reserved to the Landlord>>

S

A

M

P

L

E