

## **Heads of Terms for Farm Lease – Subject to Contract**

1. Details of the land: <<Address of the land as shown on the attached [Land Registry compliant] plan
2. Name and address of the Tenant: If the lease is joint include both sets of details>>
3. Name and address of the Landlord
4. Lease term and proposed start date
5. Will the lease include a break clause? If so who can exercise it? Landlord. What notice period?
6. Rent payable: A rent of £<<amount>> per year payable [quarterly][half yearly][<<other>>] in [advance][arrears] on <<date>>
7. Rent commencement date
8. Rent subject to review? Yes/No (e.g. 3 yearly by reference to RPI>>
9. Permitted use of the property: e.g. growing crops, raising animals, selling produce>>
10. Are there any restrictions on the use of the property? e.g. no motor vehicles>>
11. Insurance:
  - a) Who is responsible for buildings? Landlord
  - b) Who is responsible for contents? Landlord
  - c) Who is responsible for crops and livestock? Landlord
  - d) Who is responsible for public liability? Landlord
12. Repairing obligations in relation to the property: e.g. Tenant to be fully responsible; Landlord to be responsible for the structure and exterior. The Agriculture (Model Clauses for Farm Leases) Regulations 2010 will there be a schedule of condition?>>
13. Responsibility for maintenance:
  - a) Fences: Landlord

- b) Hedges: Landlord  
c) Ditches: Landlord  
d) Water pipes: Landlord  
e) Taps: Landlord  
f) Hard standing: Landlord
14. Rights to be granted to the tenant, rights of access, rights to use shared facilities>>
15. Assignment and subletting: <<any assignment, no subletting. <<any other terms?>>
16. Alterations: <<e.g. alterations to the building are permitted with landlord's consent>>
17. Compensation for improvements: <<any improvements made in accordance with the terms>>
18. Water: <<insert any agreement as to whether water supply is included in the rent, charged separately or separately metered. If water supply is already in place or needs to be installed>>
19. Legal costs: <<e.g. each party to bear its own legal costs>>
20. Timing and other matters: <<any other matters>>