

THE DEVON COUNTY FARMS ESTATE

A LEASE

for a

FARM BUSINESS TENANCY

(as defined in Section 1 of the Agricultural Tenancies Act 1995)

of

all that land and buildings known as

in the Parish of _____ in the County of Devon

and which extends to _____ hectares/ _____ acres or thereabouts

between

**The Devon County
Council**

**(The Landlord)
of**

**County Hall
Topsham Road
Exeter
Devon
EX2 4QQ**

And

**(The Tenant)
of**

**for a Term commencing on _____
and terminating on _____**

LAND REGISTRY PARTICULARS

PRESCRIBED INFORMATION CLAUSES

PURSUANT TO SCHEDULE 1, LAND REGISTRATION (AMENDMENT) ACT

(NO.2) RULES 2005 SI 1982

**(as amended by the Land Registration (Amendment) Rules 2008 SI 1919 and the Land
Registration (Amendment) Rules 2009 SI 1996)**

LR1. Date of lease	
LR2. Title number(s)	LR2.1 Landlord's title number(s) LR2.2 Other title numbers
LR3. Parties to this lease	Landlord of Tenant of
LR4. Property <i>Where there is a letting of part of a registered title, a plan must be attached to this lease.</i>	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. All that property known as situated at in the County of full particulars of which are contained in Schedule 1
LR5. Prescribed statements etc.	
LR6. Term for which the Property is leased	

<p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including []</p> <p>To and including []</p>
<p>LR7. Premium</p>	<p>[]</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p>	<p>[This lease contains a provision that prohibits or restricts dispositions.]</p>
<p>LR9. Rights of acquisition etc.</p>	<p>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</p> <p>[]</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>[]</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>[]</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>[]</p>
<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>[]</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p>

	[]
LR12. Estate rentcharge burdening the Property	[]
LR13. Application for standard form of restriction	[]
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

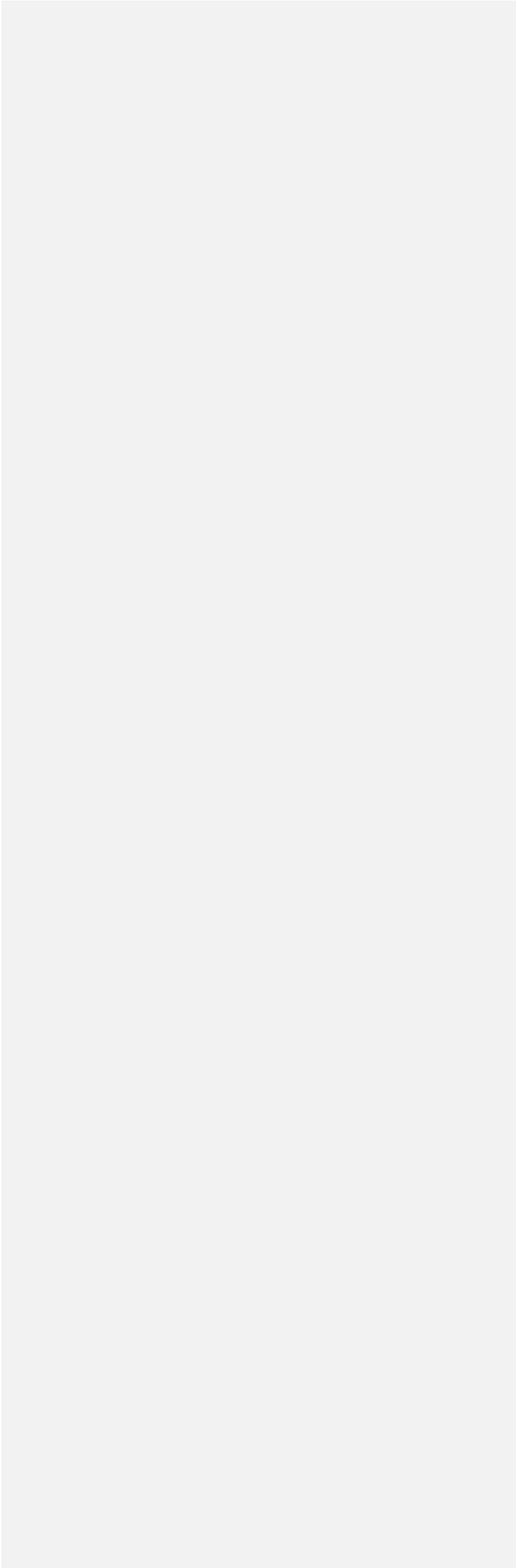
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THIS LEASE is made on the _____ day of _____
BETWEEN THE DEVON COUNTY COUNCIL (hereinafter called "the Landlord") of County
Hall Exeter in the County of Devon of the one part AND _____ of
_____ (hereinafter called "the Tenant")
of the other part

WHEREBY IT IS AGREED as follows:

1. **INTERPRETATION AND DEFINITIONS**

In this Lease:

1.1 The expressions contained in the Land Registry Particulars and the Specific and Additional Particulars to this Agreement have the meanings specified in them.

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1.21 The expressions Landlord and Tenant where the context admits includes the persons deriving title under them.

1.32 References to the Landlord include the person who at any time is entitled to receive the rent payable under this Lease.

1.43 References to the Tenant include the person who at any time has the right to occupy the Holding on the terms of this Lease.

1.54 Where at any time the Tenant is more than one person their obligations and covenants under this Lease expressed or implied are deemed to be enforceable against those persons jointly and severally.

1.65 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

1.76 Any reference to a statute includes any statutory extension modification amendment or re-enactment of such statute together with any subordinate legislation regulations orders or bye-laws.

1.87 References to the masculine gender shall include the female gender.

1.98 References to the singular may include the plural where the context admits.

1.109 The clause headings are for ease of reference only and shall not affect the interpretation or construction of any clause.

1.110 This Lease contains the whole Agreement between the Landlord and the Tenant concerning the Holding and no custom of the country is to give or affect any rights of either party.

1.124 References to any cost estimated cost reimbursement or payment by way of indemnity (however expressed) includes where the context so admits any Value Added Tax fees expenses and other sum incidental thereto.

1.132 The expression "the Rent" means the initial rent and any rent from time to time substituted by agreement arbitration or otherwise and shall where the context requires include interest on moneys expended by the Landlord by way of improvements or otherwise and Value Added Tax.

1.143 The expression "the Term" means the period between the dates of commencement and termination of this Lease, a "term date" means _____ in any year, and "year of the Lease" means the year from one term date to the next.

1.15 Words will have where applicable the meaning given to them in the Agricultural Tenancies Act 1995 ("the Act").

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1.164 References in this Lease to "the Act" or "the Act of 1995" are references to the Agricultural Tenancies Act 1995.

1.175 References in this Lease to "the Holding" shall mean all that land and buildings described in Part I of the First Schedule hereto and shown delineated and edged pink on the plan annexed thereto and shall where the context admits:

- (a) include any part or parts thereof
- (b) include all the land from time to time let therewith ("the land")
- (c) include the farmhouse cottages farm buildings and other buildings and structures from time to time on the land whether erected by or at the expense of the Landlord or the Tenant or their respective predecessors ("the buildings")
- (d) include all rights and privileges held or enjoyed with the Holding

2. **THE LETTING**

2.1 That it is intended that this Lease shall be and remain a Farm Business Tenancy and to that end notices were served in respect of the Holding between the Landlord and Tenant under Section 1(4) of the Act prior to commencement of this Lease when its character was primarily or wholly agricultural.

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2.21 In consideration of the rent hereinafter reserved and of the covenants by the Tenant and conditions hereinafter contained the Landlord agrees to let and the Tenant agrees to take the Holding for a term commencing midday on _____ and terminating midday on _____.

2.32 In common with the Landlord and all other persons who have or may hereafter have the like right the Tenant will during the Term of this Lease have a right of way at all times and for all purposes on foot and with animals and vehicles over the roads and tracks coloured brown on the plan annexed to the First Schedule hereto and on foot only over the footpaths coloured green on the said plan.

3. **RIGHTS EXCEPTED AND RESERVED TO THE LANDLORD**

The Landlord reserves for its own benefit the following things and rights and which rights it may authorise some other person to exercise on its behalf in all cases making good all remedial damage and paying compensation for all irreparable damage:

- 3.1 All timber and other trees on the Holding.
- 3.2 All mines minerals quarries and beds of stone gravel granite chalk limestone sand and clay with power to enter upon the Holding in order to search for and remove the same and to let down the surface and any buildings erected thereon in the exercise of such rights making to the Tenant an abatement of rent in respect of the land surface of which the Tenant may be deprived in so doing.
- 3.3 All supplies of water on the Holding with power (subject to receiving and complying with all necessary statutory and private consents) to take and carry away water therefrom provided that sufficient water is made available to the Tenant for domestic and agricultural purposes on the Holding but excluding use for irrigation.
- 3.4 All game deer fish wildfowl woodcock snipe and other wild birds listed in Part I of the second schedule to the Wildlife and Countryside Act 1981 (including their nests and eggs) but excluding fish farmed commercially by the Tenant in ponds tanks or artificial watercourses together with the right to enter upon the Holding to rear and preserve all such creatures and to shoot hawk sport or fish.
- 3.5 To enter upon the Holding to kill take away and otherwise to control the numbers of rabbits mink wood pigeons and other pests by lawful means.
- 3.6 All treasures antiquities and archaeological artifacts discovered on the Holding together with the right to authorise surveys excavations and studies of the same and of whatsoever nature on any part of the Holding.

- 3.7 The right to receive the benefit income capital or other payments derived from any current or future wayleave easement contract or license relating to any part of the Holding together with the power to enter into additional or amended contracts of the same nature and to permit duly authorised persons to enter upon the Holding to carry out works necessitated by such contracts.
- 3.8 A right of way at all times and for all purposes on foot and with animals and vehicles over any roads and tracks coloured yellow and on foot only over any footpaths coloured violet on the plan annexed to the First Schedule hereto.
- 3.9 The right to create new public or private rights of way upon the Holding.
- 3.10 The right to enter upon the Holding for the purpose of laying inspecting and maintaining any pipes and cables and constructing and maintaining any reservoir pump house or other works required for the provision of water gas electricity or other services to the Holding and for the passage of the same through any existing or future service media or to any other land or property belonging to the Landlord.

3.11 The exclusive right to erect wind turbines ~~or~~ solar arrays and telecommunications masts including affixing such items and any associated cabling to any building or structure on the Holding.

4. **THE RENT AND RENT REVIEW**

The Rent

- 4.1 The Rent payable by the Tenant for the Holding at the commencement of this Lease shall be _____ per annum.
- 4.2 The Rent (and any new Rent fixed as hereunder) will be payable to the Landlord half yearly in arrears by equal installment's on 25 March and 29 September excepting that the Rent for the last six months period of the Lease shall be due and payable in advance three months previous to the last day of the tenancy.
- 4.3 The Tenant will pay interest on arrears of rent or other money due to the Landlord under this Lease where payment has not been made within 14 days of the due date at a rate calculated as the base rate for the time being of the Landlord's Banker plus 4% to be charged for the period from the due date to the date of actual payment.
- 4.4 Any increase or reduction of the Rent agreed between the Landlord and Tenant as a consequence of any improvement or change in the fixed equipment provided on the Holding or a change in the area of the Holding shall not affect the Rent Review Dates referred to hereunder.

- 4.5 The Rent is exempt from Value Added Tax although the Landlord reserves the right to elect to waive this exemption and at which time the rent due will be subject to the addition of Value Added Tax at the standard rate for the time being in force.

Rent Review

- 4.6 The Rent for the holding shall be reviewed during the term of the Lease in accordance with the provisions as hereunder set out and with respect to which the following definitions of specific terms apply:

'a Review Notice' means a notice given under Clause 4.6.1 below:

'the Review Date' means (subject to Section 11 of the Agricultural Tenancies Act 1995) any anniversary of the ~~term commencement~~ date of this Lease occurring not less than three years after that date or any subsequent anniversary falling not less than three years after the date with effect from which the Market Rent for the Holding was previously agreed in writing by the parties or determined by an arbitrator or expert appointed under paragraph 4.6.3 below (and for the avoidance of doubt any variation in the rent payable under this Lease agreed or determined otherwise than in accordance with paragraph 4.6.3 and 4.6.5 below shall be disregarded in ascertaining any Review Date);

'the Market Rent' means a rent determined in accordance with Clauses 4.6.3 and 4.6.5 below; and

'Tenant's Improvements' mean:

- (a) any physical improvement which is made on the Holding by the Tenant by his own effort or wholly or partly at his own expense; or
- (b) any intangible advantage obtained for the Holding by the Tenant by his own effort and wholly or partly at his own expense and which becomes attached to the holding; or
- (c) any such physical improvement or intangible advantage made or obtained by a previous tenant of the Holding and for which the Tenant made an ingoing payment under Clause 5.1.3 of this Lease.

- 4.6.1 Between twelve and twenty four months before any Review Date the Landlord or the Tenant may serve on the other a notice in writing calling for a review of the rent payable under this Lease with effect from the Review Date specified in the Review Notice.
- 4.6.2 With effect from the Review Date specified in a Review Notice the rent payable under this Lease shall be the Market Rent.

4.6.3 The Market Rent in relation to the Review Date specified in a Review Notice shall either be:

- (a) the amount agreed in writing by the Landlord and the Tenant at any time after the giving of the Review Notice; or
- (b) the amount determined by a suitably qualified person acting either as an expert or as an arbitrator appointed by agreement between the parties at any time after the giving of the Review Notice; or
- (c) the amount determined by a suitably qualified person acting as an arbitrator appointed by the President of The Royal Institution of Chartered Surveyors following an application made by either party at any time during the period of six months ending with the Review Date.

4.6.4 If the person appointed under Clause 4.6.3 above refuses to act or is incapable of acting for any reason the parties may appoint another in his place by agreement or alternatively either party may apply to the President of The Royal Institution of Chartered Surveyors for the appointment of a new arbitrator.

4.6.5 The Market Rent to be determined by the Arbitrator or expert shall be the Rent at which the Holding might reasonably be expected to be let on the open market on the Review Date by a willing landlord to a willing tenant on the Review Date taking into account (subject to Clauses 4.6.6 and 4.6.7 below) all relevant factors including the terms of this Lease.

4.6.6 In determining the Market Rent the Arbitrator or expert shall disregard any increase in the rental value of the Holding due to Tenant's Improvements other than:

- (a) any Tenant's Improvement provided under an obligation imposed on the Tenant by the terms of this or any previous tenancy and which arose on the grant of the tenancy in question;
- (b) any Tenant's Improvement to the extent that any allowance of benefit has been made or given by the Landlord in consideration of its provision; and
- (c) any Tenant's Improvement to the extent that the Tenant has received any compensation from the Landlord in respect of it

4.6.7 In determining the Market Rent the Arbitrator or expert:

- (a) shall disregard any effect on the Rent of the fact that the Tenant is in occupation of the Holding; and

(b) shall not fix the Rent at a lower amount by reason of any dilapidation or deterioration of, or damage to, buildings or land caused or permitted by the Tenant.

4.6.8 If, by a Review Date in respect of which a Review Notice has been given, the Market Rent has not yet been ascertained under Clause 4.6.3 above the Tenant shall continue to pay the Rent which was payable immediately before that Review Date. Fourteen days after the Market Rent has been ascertained the Tenant shall pay to the Landlord or the Landlord shall reimburse to the Tenant as the case may be any accrued difference between the Market Rent and the rent payable immediately before the Review Date together with interest on the difference calculated as the base rate for the time being of the Landlord's Banker plus 4%.

4.6.9 If at any Review Date legislation restricts the right of either part to require a rent review to the Market Rent then on the lifting of the restriction either party may give to the other a notice in writing calling for an additional review of the Rent payable under this Lease with effect from such date as may be specified in the notice, being between twelve and twenty four months after the giving of the notice, the date so specified to be treated as if it were a Review Date.

4.6.10 The Market Rent payable from any Review Date shall be recorded in a written memorandum endorsed on or attached to this Lease and its counterpart as soon as it has been ascertained.

5. THE TENANT'S RIGHTS AND OBLIGATIONS

5.1 Payments

The Tenant covenants with the Landlord as follows:

5.1.1 To pay the Rent reserved by this Lease at the times and in the manner specified in Section 4 above in full without making any deduction of any kind (including any legal or equitable set-off).

5.1.2 To pay all such rates taxes outgoings and charges (or a proportion thereof if used in common with other property) as in the absence of agreement to the contrary would be payable by the occupier of the Holding except any tax or other sum payable by the Landlord in respect of rent received or in respect of any dealing with the Landlord's interest in the Holding.

5.1.3 To pay to the Landlord or (if so directed by the Landlord) to the outgoing tenant:

(a) the full amount payable by the Landlord to any outgoing tenant (whether that amount was agreed or determined by arbitration) as compensation for improvements or tenant right matters other than any sum to be paid to

the outgoing tenant for compensation for improvements not being taken over by the Tenant; and

- (b) any costs and expenses incurred by the Landlord in relation to the agreement of such compensation with the outgoing tenant (but not costs or expenses incurred in relation to any arbitration);

(c) the value of any growing crops, cultivations, severed crops, seeds, fertilisers, sprays, left by the landlord on the Holding at the start of the Term;

such payments to be made within 28 days of being notified by the Landlord in writing of the amount payable under this clause.

- 5.1.4 To pay to the Landlord on demand the cost of preparing any Record of Condition or other record relating to all or part of the Holding made at the commencement of this Lease, should this be required by the Landlord.
- 5.1.5 To pay one half of the cost of commissioning a Whole Farm Conservation Plan for the Holding prepared by the Farming and Wildlife Advisory Group or similar environmental audit subject to both parties agreeing to such a commission.

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5.2 Use and Management of the Holding

The Tenant covenants with the Landlord as follows:

5.2.1 To personally farm the Holding and to live in the main farmhouse at all times.

5.2.2 Not to damage or injure the Holding.

5.2.3 To use the Holding for agricultural purposes only and not to carry out any other enterprise on the Holding without the Landlord's prior written consent.

5.2.4 To manage and farm the Holding primarily as a _____ holding.

5.2.5 To use cultivate or otherwise manage the several parts of the Holding in accordance with their individual prescriptions as given in the First Schedule hereto and to do so at all times.

5.2.6 Having regard to the character and situation of the Holding and all relevant circumstances, to maintain a reasonable standard of husbandry both in terms of the system of farming and the quantity and quality of produce and to keep the Holding in a condition which will enable such a standard to be maintained in future, the assessment of 'a reasonable standard of husbandry' to have regard to the extent to which:

- (a) the Tenant's farming practices keep the soil, sub-soil and natural and other drainage systems in good condition;
- (b) grassland is kept properly mown or grazed and free of weeds and maintained at an appropriate level of fertility;
- (c) arable land is cropped in such a way as to maintain the land clean and in an appropriate state of cultivation and fertility;
- (d) where the system of farming involves the keeping of livestock that the Holding is properly stocked and that an efficient standard of livestock management is maintained including compliance with current farm animal welfare standards;
- (e) the necessary steps are taken for the protection and preservation of crops which have been or are in the process of being harvested or lifted;
- (f) the necessary work of maintenance and repairs is being carried out; and
- (g) for as long as he occupies the holding the Tenant will comply with the provisions relating to husbandry standards set out in part I of the Fifth

Schedule , and any additional restrictions and terms relating to conservation and to the cultivation and management of the Holding contained in Part II of the Fifth Schedule, such additional terms overriding the provisions relating to husbandry standards where the two conflict.

~~5.2.76~~ If prior to on or shortly after entry the Landlord has obtained soil sample analysis of the land the tenant will put maintain keep and leave the pH levels and soil macro and micro nutrients within the tolerance banding recommended by the appointed agronomist. at no lower or higher.

~~5.2.8~~ Not to enter into any Support Scheme or Set-Aside Scheme to affect any part of the Holding without the consent of the Landlord.

~~5.2.75.2.9~~ Not to enter into Organic Conversion or register with the Soil Association or other regulatory body under the Organic Farming Scheme without the prior written consent of the Landlord.

~~5.2.85.2.10~~ Not to use any part of the holding for the trialing or growing of any Genetically Modified Organisms without the landlords express prior written consent.

~~5.2.911~~ Not to break up or convert into tillage on any part of the Holding described as permanent pasture in the First Schedule hereto without the prior written consent of the Landlord.

~~5.2.102~~ Not to remove any turf topsoil stone or gravel from the Holding.

~~5.2.134~~ Not to allow any part of the Holding to be used for the display of advertisements signboards or notices or for camping or the parking of vehicles or caravans or for the purpose of fairs festivals sporting events rallies or other public events.

~~5.2.142~~ To control rabbits mink wood pigeons and other pests and vermin on the Holding and to compensate the Landlord for any claims made by the owners or occupiers of adjoining land because of damage done by such animal's birds and other pests.

~~5.2.153~~ To destroy all thistles nettles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed and Himalayan Balsam.

~~5.2.164~~ To level all mole and ant hills.

~~5.2.175~~ To notify the Landlord in writing of any outbreak or suspected outbreak of any notifiable disease of crops or livestock on the Holding.

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5.2.186 Not to permit any livestock on the Holding to be treated in a manner likely to cause unnecessary pain or distress and to comply with any relevant code of practice relating to animal welfare.

5.2.197 Not to remove from the Holding any hay straw haulm root crops (other than root crops normally grown for sale) or other forage crops produced on the Holding unless previously having agreed with the Landlord to return and apply in a proper manner to the Holding within six months of the removal of such produce good farmyard or artificial manure to the full equivalent manurial value thereof.

5.2.2018 Not to remove from the Holding any manure made or produced on it but to preserve and spread the same on the Holding.

5.2.2149 To agree with the Landlord a schedule of cropping for the last year of the tenancy and to implement that schedule.

5.2.220 To keep all orchards and gardens in a proper state of cultivation sufficiently manured and in good heart and to protect from damage by whatsoever cause all fruit trees and bushes and to replace those that become dead or worn with ones suitable to the district.

5.2.234 Not to allow anything to be done or remain on the Holding which might cause nuisance disturbance or damage to the Landlord or the owners or occupiers of any adjoining land or to users of public highways on or adjoining the Holding and to indemnify the Landlord against any claims by third parties in respect of any breach of this clause.

5.2.242 Not to plough up or obstruct any public road footpath or other right of way on the Holding lawfully enjoyed by the Landlord or any other person.

5.2.253 Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or supply of water and to ensure that all animal waste silage liquor and other effluents including contaminated rain and surface water are properly contained and not allowed to cause a nuisance or enter into any watercourse or supply of water.

5.2.264 Not to abstract water from any natural water supply without the prior written consent of the Landlord and without having obtained all necessary permissions from all relevant Authorities.

5.2.275 Not to allow any part of the holding to be used for the keeping/unsightly build up/accumulation/storing of any organic or inorganic waste materials not required or necessary for the farming of the holding.

- 5.2.286 Not to allow any statutory authority contractor or other person to use any part of the Holding for the keeping of machinery materials and equipment without the prior written consent of the Landlord.
- 5.2.297 Not to remove or damage any ditch pond stream fence hedge bank field wall or boundary on the Holding without the prior written consent of the Landlord.
- 5.2.3028 Not to drive or fix nails, staples, gate fittings or any other metal fixings into or onto or otherwise injure or allow to be injured by whatsoever cause any of the trees and saplings which are growing on the Holding at any time.
- 5.2.3129 To give the Landlord written notice of any dead dying or dangerous tree on the Holding.
- 5.2.320 To provide keep and regularly maintain thereafter at least one fire blanket and one powder fire extinguisher of appropriate capacity in the farmhouse and cottages and at least one powder fire extinguisher of appropriate capacity in the farm buildings.
- 5.2.331 To do everything necessary to comply with the requirements of any Act of Parliament relating to the conduct of the Tenant's business on the Holding.
- 5.2.342 To comply with any Act of Parliament concerning the pollution of the environment including water air noise or soil pollution or contamination or concerning the use of chemical sprays pesticides or fertilisers or the burning of straw or stubble.
- 5.2.353 To comply with any Act of Parliament relating to town and country planning.
- 5.2.364 To comply with any proper notice order or direction given in relation to the Holding and with any bye-laws statutory provisions or regulations which apply to the Holding including any compulsory provisions relating to the welfare of livestock.
- 5.2.375 To take all reasonable steps to prevent acts of trespass and encroachment on the Holding and any new easements or rights of way from being acquired over the Holding and to notify the Landlord in writing of any encroachments or repeated acts of trespass on the Holding.
- 5.2.386 Not to permit or cause harm to any game deer and fish wildfowl or any wild birds listed in Part I of the second schedule to the Wildlife and Countryside Act 1981 (including their nests and eggs).
- 5.2.397 To take all steps necessary to preserve and continue any licences permits or consents in existence at the start of this Lease which are of benefit to the

Holding (including making all necessary applications and payments to preserve any licence granted under the Water Resources Acts 1963 or 1991) and to permit the Landlord to inspect and take copies of all such documents and at the end of the Lease to assign or use his best endeavours to procure assignment of any licences permits or consents.

5.2.4038 Not to interfere with or damage any tumulus stone circle or other ancient remain structure or monument including known buried archaeological remains or any site or proposed site of special scientific interest (whether statutorily protected or not) and not to permit any person to enter upon the Holding (with or without metal detectors tools hammers or other equipment) for the purpose of searching for or removing any object or specimen of antiquarian archaeological or scientific interest (save under the rights reserved to the Landlord) but if it shall come to the knowledge of the Tenant that any such object or specimen has been observed on the Holding forthwith to report the same to the Landlord and to give such assistance as the Tenant reasonably can to deliver possession thereof to the Landlord or as it shall direct.

5.2.41 To comply with all third party rights affecting the property and shall not do anything (even if otherwise permitted by this lease) to interfere with any third party rights.

5.3 Official Schemes

~~5.3.1 The Tenant covenants with the Landlord that the provision of the Fourth Schedule hereto shall apply to the respective rights and liabilities of the parties to this lease in the matter of the Single Income Payment Entitlement.~~

5.3.12 That the rights of either party in any assets now existing under the agricultural and rural policies of the European Union including the Common Agricultural Policy such as ~~Single-Basic~~ Payment Entitlements shall from the beginning of the tenancy be as quantified and recorded in Part 1 of the Fourth Schedule and in the absence of express provision shall be deemed to belong to the tenant.

5.3.23 where any such assets exist are created established or re-allocated after the grant of this Tenancy in respect of any part of the Property the Tenant is to make all reasonable efforts to maximize the number and value of those assets established and maintain them during the Tenancy all in accordance with the more particular provisions of Part 2 of the Fourth Schedule which shall also govern their treatment on the termination of this Tenancy.

5.4 Assignment, Subletting, Other Businesses and Farming Other Land

The Tenant covenants with the Landlord as follows:

5.4.1 Not to assign charge sublet or otherwise part with possession or share occupation of the Holding or any part of it except an under-letting of any cottage on the Holding under an assured shorthold tenancy under the Housing Act 1988 for a term not exceeding six months to expire prior to the Tenant quitting the Holding and provided that:

(a) the terms of the shorthold tenancy agreement and all necessary notices are first approved by the Landlord;

(b) the subtenant being duly notified of the address for service of notices under Section 48 of the Landlord and Tenant Act 1987.

~~(c)~~ the Tenant will use his best endeavours to select only reputable sub-tenants and will take up all appropriate references; and

~~(d)~~ the Tenant takes all such steps as may be necessary and permissible under legislation from time to time in force to ensure that the shorthold sub-tenant does not obtain security of tenure.

5.4.2 Not to let or sell any right of grazing or growing crops on the Holding or take in livestock belonging to any other person without the written consent of the Landlord.

5.4.3 Not without the Landlords written consent to:

(a) occupy or farm any agricultural land other than the holding whether for the purpose of a trade or business or otherwise except as a Licensee for less than ten months in which case the Tenant must notify the Landlord;

(b) engage in any trade business occupation or employment other than agriculture;

(c) engage in any occupation or employment which might hinder the Tenant's compliance with his covenants herein contained of whatsoever nature.

5.5 Repairs, Maintenance and Insurance of the Fixed Equipment

The Tenant covenants with the Landlord that the provisions of the Second Schedule hereto shall apply to the respective rights and liabilities of the parties to this Lease in the matter of the repair, maintenance and insurance of the fixed equipment on the Holding and where the liability for an item of work has not been allocated to one or other party in that Schedule it shall be the liability of the party who would be due to do the work under Parts I and II of Schedule 1 to the Agriculture (Model Clauses for Fixed Equipment) (England) Regulations 2015 as they may be amended or replaced from time to time.

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5.6 Other Insurances

The Tenant covenants with the Landlord as follows:

- 5.6.1 (a) To insure against loss or damage by fire and such other risks as the Landlord may from time to time reasonably prescribe to their full replacement value together with all consequential loss or damage to the Holding and tenants equipment with an insurance company approved by the Landlord all live and dead stock kept on the Holding and all crops grown and stored on the Holding and his own buildings and fixtures on the Holding, and
- (b) to forward to the Landlord whenever required the policy of insurance and the receipt for the current premium, and
- (c) in the event of the destruction by fire of harvested crops grown on the Holding either to replace them or to return to the Holding the full equivalent manurial value of the crops destroyed insofar as its return is required for the fulfilment by the Tenant of his responsibilities to farm the Holding in accordance with the rules of good husbandry, and
- (d) that where the insurance relates to buildings and fixed equipment (where such items are not the responsibility of the Landlord to insure under the Second Schedule) on the Holding it shall be for an amount equal to their full reinstatement or replacement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament) and that all money received under the policy of insurance shall be expended in carrying out the reinstatement or replacement except that where such reinstatement or replacement shall be impossible or impracticable then such money shall be divided between the Landlord and the Tenant in proportion to the value at the date of the damage or destruction of their respective interests in that building.
- 5.6.2 To insure against liability to third parties at an appropriate level but in any case not less than five ten million pounds with an insurance company approved by the Landlord with respect to loss or damage arising in relation to the Holding.
- ~~5.6.3 To insure against occupiers or Tenants liability for any loss or damage caused to the Holding to its full replacement value together with all consequential loss or damage with an insurance company approved by the Landlord.~~
- ~~5.6.34 To insure against personal injury together with all consequential loss or damage arising as a result of any personal injury with an insurance company approved by the Landlord.~~
- 5.6.453 Not to do, permit or suffer to be done on the Holding anything which may invalidate any policy of insurance maintained by the Landlord in respect of the

Holding or which may increase the premium payable thereunder and to cooperate with the Landlord in complying with all laws and regulations and all recommendations of the insurers and to keep in the buildings on the Holding an adequate number of fire extinguishers in good working order and to take all reasonable precautions to safeguard the Landlord's property against fire and other risks.

5.7 Access and Information

The Tenant covenants with the Landlord as follows:

5.7.1 To permit the Landlord and persons authorised by the Landlord to enter onto the Holding at all reasonable times for the purposes of:

- (a) inspecting the condition of the Holding,
- (b) carrying out works which the Landlord is obliged or entitled to carry out under the terms of this Lease,
- (c) carrying out works in connection with any property other than the Holding belonging to the Landlord,
- (d) taking soil or water samples, and
- (e) exercising any of the rights excepted and reserved to the Landlord as provided for in Section 3 of this Lease.

5.7.2 The Tenant will permit the Landlord to hold not more than two viewing days during the last twelve months of the Term when any person invited by the Landlord may view all or any part of the Holding.

5.7.32 To inform the Landlord immediately and in writing on becoming aware of any notice order direction or other formal document relating to the Holding or to the management of the Holding or which is likely to affect the Landlord's interests in the Holding (including any charge made under the authority of the Agricultural Credits Act 1928) and to allow the Landlord or the Landlord's agent to make copies of all relevant documents.

5.7.43 To keep proper livestock and cropping records together with records of all hay straw silage or other produce burnt on or sold off the Holding and of the provisions made for the return to the Holding of the full equivalent manurial value of crops sold off or removed from the Holding and records of all produce quotas allocated to the Holding (whether to the Holding alone or with other land occupied by the Tenant) or to the Tenant and any other records which the Landlord or any statutory or regulatory body may reasonably require and to permit the Landlord or the Landlord's agent to inspect and take copies of such records.

5.7.54 That if the Tenant dies during the Term of this Lease his executors or administrators or other person or persons in whom the Tenant's legal estate in this Lease is vested shall give written notice of the death and the date thereof to the Landlord within 28 days of the date of death.

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5.8 Alterations and Improvements

The Tenant covenants with the Landlord as follows:-

- 5.8.1 (a) Not to remove or alter in any way or make additions to any building or fixed equipment belonging to the Landlord which is or may be provided on the Holding during the Term of this Lease or put up any new building or make any other improvement to the Holding other than those listed in Part II of the Third Schedule hereto without the prior written consent of the Landlord and which consent may be given conditionally, and
- (b) to obtain and comply with all statutory and other consents required for the carrying out of such work and to provide the Landlord with copies of such consents if requested, and
- (c) to provide to the Landlord if requested with respect to each application for Landlord's consent under this clause copies of drawings, plans and specifications of the proposed work, and
- (d) to carry out the works strictly in accordance with the approved drawings, plans and specifications, and
- (e) to rectify at his own cost or otherwise compensate the Landlord for all loss or damage caused to the Holding or other expense incurred by the Landlord as a result of any breach by the Tenant of his obligations under this clause, and
- (f) to indemnify the Landlord at all times during the Terms of this Lease against all costs, claims and proceedings arising from the carrying out of works by the Tenant under this clause.
- (g) not to install any Service Media or alter or remove any service media upon the Holding without the Landlord's written consent.

5.8.2 Where tests and inspections of fixed equipment on the holding, including electrical, oil and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation:

- (a) to be responsible for arranging all such tests and inspections in respect of tenants improvements tenants fixed equipment and for any other fixed equipment for which the Tenant is responsible for insuring against.
- (b) to undertake such works of repair and replacement that are as a result of these tests or inspections or any reports received from the Landlord pursuant to paragraph 1(4), part 1, of the Second Schedule deemed

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necessary for compliance with statute or other regulation which are the Tenant's responsibility under the tenancy agreement.

5.8.32 That the provisions of the Third Schedule hereto shall apply with respect to the Tenant's entitlement to compensation for Tenant's Improvements, as defined therein, at the termination of this Lease.

5.9 **On Quitting the Holding**

On quitting the holding at the termination of this Lease the Tenant hereby covenants with the Landlord as follows:

- (a) To peaceably and quietly deliver up possession of the Holding to the landlord leaving it in a condition consistent with the Tenant having complied with all of his obligations under this Lease, and
- (b) if so required by the Landlord to leave properly protected on the Holding the whole of the unconsumed hay, straw and silage and all farmyard manure made on the Holding in the last year of this Lease, the provision for compensation for all such matters being made in Paragraph 2.5 of the Third Schedule hereto and
- (c) to pay compensation to the Landlord as provided for in Paragraph 4.1 of the Third Schedule hereto, and
- (d) to ensure that vacant possession of all cottages or other dwellings on the Holding is available to the Landlord by taking all lawful steps that may be necessary and to indemnify and compensate the Landlord for all loss damage and expense incurred by it as a result of the Tenant's breach of this clause.

(e) to expeditiously assist with the transfer or renewal of any licences entitlements consents and contracts specifically benefitting the Holding to a person nominated by the Landlord and to make such records as are reasonably required (whether in connection with cropping, applications under Common Agricultural Policy schemes, Nitrate Pollution Prevention Regulations or otherwise) available to the next occupier of the Holding.

6. **THE LANDLORD'S RIGHTS AND OBLIGATIONS**

The Landlord covenants with the Tenant as follows:

6.1 That for so long as the Tenant pays the Rent and complies with his obligations under this Lease it will permit the Tenant to occupy and enjoy the Holding without any interference or disruption by the Landlord or any person acting on the Landlord's behalf or deriving title under the Landlord.

- 6.2 That the provisions of the Second Schedule hereto shall apply to the respective rights and liabilities of the parties to this Lease in the matter of the repair, maintenance and insurance of the fixed equipment of the Holding.
- 6.3 To pay to the Tenant all money received from the outgoing tenant for dilapidations or breaches of contract in respect of like matters to those for which the Tenant is liable under this Lease.
- 6.4 At the termination of this Lease when the Tenant quits the Holding to pay to the Tenant compensation as provided for in the Third Schedule hereto.
- 6.5 To pay Landlord's Property Tax and Owner's Drainage Rates and all other outgoings except such rates and taxes which in the absence of agreement to the contrary would be payable by the occupier of the Holding.

7. **TERMINATION OF THIS LEASE**

The Landlord and Tenant agree that:

- 7.1 Either the Landlord or the Tenant may bring this Lease to an end at the end of the Term by giving to the other at least twelve but less than twenty four months' notice in writing expiring on the last day of the Term.
- 7.2 If this Lease does not end on or before the last day of the Term it will continue as a tenancy from year to year but either the Landlord or Tenant may bring it to an end by giving to the other at least twelve but less than twenty four months' notice in writing expiring on an anniversary of the last day of the Term.
- 7.3 The Tenant may bring this Lease to an end before the last day of the Term by giving to the Landlord at least twelve but less than twenty four months' notice in writing expiring on an anniversary of the first day of the Term.
- 7.4 The Landlord may recover possession at any time of any part of the Holding (not being greater than one fifth of the total area of the Holding at that time and not including any area in respect of which the Tenant has been given consent for a non-agricultural use) for any non-agricultural purpose [or to enable the Landlord to sell, develop or occupy the area surrendered](#) by giving the Tenant at least twelve but less than twenty four months' notice in writing. On the expiry of the notice the land to which it relates shall cease to be part of the Holding and the Tenant shall be entitled to an appropriate reduction in rent to be agreed or determined by an arbitrator and that in addition to an statutory rights of the Tenant for compensation the Landlord will pay compensation to the Tenant as follows: where there are greater than five years of the Term remaining when the land is repossessed the compensation shall be five times the annual rent of that part of the Holding being repossessed and that where there are less than five years of the Term remaining when the land is repossessed the compensation

shall be one times the annual rent of that part of the Holding being repossessed for every whole year of the Term remaining when the land is repossessed.

7.5 The Landlord may bring this Lease to an end at the end of any triennial anniversary of the ~~term commencement~~ date of this Lease by giving to the Tenant at least twelve months' but less than twenty four months' notice in writing expiring at any such triennial anniversary if the Landlord can demonstrate that the determination of the Lease is ~~required necessary~~ in the interests of the Landlord's general policy for the management of the Devon County Farms Estate and provided that the Landlord is able to offer to the Tenant a Lease under substantially the same terms as this Lease of another holding which has materially similar or better resources of land, dwellinghouse, fixed equipment and productive and earning capacity to those of the Holding.

7.6 The Landlord may forfeit this Lease by re-entering the Property if at any time:-

~~If at any time:~~

- (a) ~~the whole or any part of the rents Rent or any part thereof, are overdue s in arrears for twenty eight days or more after the same shall have become due becoming payable~~ (whether ~~legally formally~~ demanded or not); or
- (b) ~~there is any breach or non performance by the Tenant of any of the covenants on the part of the Tenant herein contained any of the Tenants covenants in this Lease are not performed or observed;~~ or
- (c) the Tenant ~~is adjudged shall become~~ bankrupt ~~or insolvent~~ or enters into liquidation or enters into any composition for the benefit of his creditors or suffers any distress or execution levied on his goods or his interests under this Lease or if any of his goods stock or crops on the Holding are taken under a Bill of Sale,

~~And on re-entry this Lease shall determine but without prejudice to any Landlords right of action in respect of any breach of the Tenants covenants. The Tenant shall indemnify the Landlord for his reasonable costs (including those of his solicitors agents and baliffs) in any proceedings under section 146 of the Law of Property Act 1925. then provided that the Landlord has served upon the Tenant such notice as may be required in respect of such aforementioned non payment breach or event the Landlord shall be entitled (in addition to any other right) to re-enter upon the Holding or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine but without prejudice to the rights and remedies of either party against the other in respect of any breach or non performance of any of the covenants herein contained.~~

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- 7.7 If the Tenant dies during the Term either the Landlord or the executors or personal representatives of the Tenant may bring this Lease to an end by giving to the other at least twelve but less than twenty four months' notice in writing provided that such notice is given within three months of the date of death of the Tenant or (if given by the Landlord) within three months of the date on which the Landlord is notified in writing of the death of the Tenant in accordance with the provisions of Clause 5.7.4 hereof.
- 7.8 Any notice given under Clauses 7.4 or 7.7 above may expire at any time before the last day of the Term but any notice which is to expire while this Lease is continuing as a tenancy from year to year after the last day of the Term must expire at the end of a year of the tenancy.
- 7.9 The Landlord may bring this Lease to an end at the end of any quinquennial anniversary of the ~~term date~~~~commencement of the term~~ by giving to the tenant at least twelve months notice in writing expiring at any such quinquennial anniversary.

8. **RESOLUTION OF DISPUTES**

- 8.1 Subject to Clauses 8.7 and 8.8 below any dispute between the Landlord and the Tenant concerning their rights and obligations under this Lease or in relation to the Holding shall be determined either by an independent expert appointed under Clause 8.2 below or, if no independent expert is appointed, by an arbitrator appointed under Clauses 8.3, 8.4 or 8.5 below.
- 8.2 After a dispute has arisen the Landlord and the Tenant may agree in writing to refer the dispute to an independent expert whose decision shall be final and binding on them. The procedure to be adopted by the independent expert (including liability for costs) shall be determined by him or her but shall include an opportunity for the parties to state their case either orally or in writing as the independent expert may direct.
- 8.3 If the Landlord and the Tenant do not agree to refer the dispute to an independent expert either party may give to the other a notice in writing specifying the dispute and requesting that agreement be reached on the identity of an arbitrator to be appointed to determine the dispute.
- 8.4 If no arbitrator has been appointed by agreement within two months of a notice under Clause 8.3 above then either the Landlord or the Tenant may apply to the President of The ~~Royal Institution of Chartered Surveyors~~Central Association of Agricultural Valuers for the appointment of an arbitrator by him.
- 8.5 If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another in his place

by agreement or alternatively either party may apply to the President of The ~~Royal Institution of Chartered Surveyors~~ Central Association of Agricultural Valuers for the appointment of a new arbitrator.

- 8.6 Any arbitration under this Lease shall be conducted in accordance with the Arbitration Act 1996.
- 8.7 Clause 8.1 above will apply to all disputes between the Landlord and the Tenant except disputes falling within Clause 4.6.3 hereof (rent review) or paragraphs 2.6 or 5.3 of the Third Schedule hereto (consent for improvements and compensation) or paragraphs 4(3) and 12(3) of the Second Schedule hereto (repairs and maintenance of fixed equipment).
- 8.8 Clause 8.1 hereof shall not preclude the Landlord from issuing repossession proceedings pursuant to the forfeiture provisions of Clause 7.6 hereof and where such proceedings have been issued any disputes relating thereto shall be resolved by a court and not by an expert or arbitrator.

9. **OTHER MATTERS**

- 9.1 The rules relating to the service of notices contained in Section 36 of the Act shall apply to any notice given under this Lease so that any notice can be given to a person by delivering it to him or leaving it at his proper address or sending it to him at his proper address by any recorded delivery service. No notice given by fax or by other electronic means will be valid unless a copy of the notice is also sent by post or delivered to the proper address of the recipient within seven days.
- 9.2 ~~Either party may serve any notice (including any notice in proceedings) on the other at the address given on page one of this Lease or such other address as has previously been notified in writing. Any notices that may be served by one party on the other under this Agreement are to be served in writing on that party at the address given in the Specific and Additional Particulars save where either party has notified the other in writing of the name and address of an agent duly authorised to receive notices on that party's behalf.~~
- 9.3 Each party shall bear their own costs of the preparation, approval and completion of this Agreement.
- 9.4 ~~The Tenant shall be responsible for submitting the Stamp Duty Land Tax return and for the payment of any Stamp Duty Land Tax payable in respect of this Agreement.~~
- 9.5 ~~If this Agreement is for a term of more than seven years the Tenant shall register it under the Land Registration Act 2002, and the Landlord shall provide such information as the Tenant reasonably requires but shall not be obliged to do more than is necessary to enable the Tenant to register the Agreement with~~

good leasehold title and upon termination of the lease the Tenant shall apply to the Land Registry to close the leasehold title or remove any notice of this lease from the Landlord's registered title and provide the Landlord with evidence of the same.

~~The Tenant shall be responsible for stamping this Agreement and the Landlord shall be responsible for stamping the Counterpart.~~

9.4 The Tenant will indemnify the Landlord, its successors in title and any incoming tenant against any liability to persons employed on the Holding arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 whether arising out of the contracts or the termination of the contracts and costs incurred in connection with such liability.

9.45 The Landlord and Tenant agree that the provisions of the Fourth Schedule hereto shall apply with respect to farm produce quotas.

9.65 Save for the express provisions contained within clause 9.7 below this Lease contains the whole agreement between the Landlord and the Tenant concerning the Holding and no custom of the country is to give or affect any rights of either party.

9.7 Where the Landlord deems it appropriate to make provision for an Inventory and Valuation (complete with a schedule of protective notes) on or after the commencement of this Lease, the contents of the said Inventory and Valuation will take precedent over the covenants relating to such matters contained within this Lease.

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9.8 No demand for acceptance of or receipt of rents by the Landlord or his agents after knowledge or notice received by the Landlord or his agent of any breach of any of the Tenants covenants herein shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of this Agreement be a continuing breach of covenant so long as such breach shall be subsisting.

9.9 If the Holding or the or the access thereto is damaged or destroyed so that the Holding is incapable of occupation and use (other than as a result of any act or omission of the Tenant) the rent or a fair proportion of it according to the nature and extent of the damage shall be suspended from the date of destruction or damage until the date on which the Holding is made fit for occupation and use.

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9.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

9.11 There is no agreement for a Lease to which this Agreement gives effect.

10. **EXECUTION OF THE LEASE**

This Lease has been executed as a Deed on the day and in the year first above mentioned:

EXECUTED as a DEED by affixing
THE COMMON SEAL of
DEVON COUNTY COUNCIL

In the presence of:-

Duly Authorised Officer

Document No.

and by the Tenant
in the presence of:

.....
Tenant

.....(Witness)

.....(Witness's occupation)

.....
.....(Witness's address)

I hereby certify that there is no agreement for lease (or tack) to which this lease gives effect.

THE FIRST SCHEDULE

**THE HOLDING
(with plan annexed)**

Schedule, areas and permitted use of land parcels (as referred to in Clause 5.2.4 of the Lease)

Ordnance Survey	Permitted Use	Hectares	Acres
------------------------	----------------------	-----------------	--------------

THE SECOND SCHEDULE
THE MAINTENANCE, REPAIR AND INSURANCE OF THE FIXED EQUIPMENT OF THE
HOLDING (INCLUDING REDUNDANT ITEMS)

Part 1. Rights and Liabilities of the Landlord

1. (1) To execute all repairs and replacement to the under-mentioned parts of the farmhouse, cottages and farm buildings, namely: chimney stacks, chimney pots, main structural walls and exterior walls, howsoever constructed, including structural frames and cladding (together with any interior repair or decoration made necessary as a result of structural defect to such walls) floors, floor joists, ceiling joists and timbers, exterior and interior staircases and fixed ladders (including banisters or handrails) of the farmhouse and cottages, and doors, windows and skylights, including frames of such doors, windows and skylights and their frames and sills (but excepting glazing, glass substitutes, sashcords, locks and fastenings): provided that in the case of repairs and replacements to floorboards, interior staircases and fixed ladders (including banisters or handrails), doors and windows and opening skylights (including frames), the Landlord may recover one-half of the reasonable cost thereof from the Tenant.

(2) To execute all repairs and replacements to:

- (a) Oil or gas fired space heating and water heating boilers, associated radiators, gas or oil tanks, bunds and stands, oil supply pipework but excepting hot water and heating system circulation pipework
- (b) Roof mounted photovoltaic panels and associated electrical installations connected thereto.
- (c) Mechanical ventilation, extraction, and air conditioning systems in the farmhouse(2) ~~To execute all repairs and replacements to~~
- (d) Sewage disposal systems, including septic tanks, treatment plants, filtering media and cesspools and associated soakaway systems (but excluding excepting covers and tops) and to farm effluent and clean and foul water storage and disposal systems.
- (e) Slurry, silage and farm effluent storage and handling systems but excepting pumps, stirrers, jetters, sluice valves, take off points, couplings or hoses.
- (f) The electrical supply systems including the consumer board, sockets, switches, light fittings (but excepting bulbs) and similar fixed electrical furniture;
- (g) Radon pumps; and
- (h) Fire and carbon monoxide detectors and alarms

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- (3) To execute all replacements to underground water supply pipes, wells, boreholes and reservoirs and all underground installations connected therewith which have worn out or otherwise become incapable of further repair unless the Tenant is himself liable to replace it under paragraph 4.1 or 5.

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(4) where tests and inspections of fixed equipment on the holding, including electrical oil and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation the Landlord shall:

- (a) be responsible for arranging all such tests and inspections except for those of tenants improvements or tenants fixed equipment
- (b) make the written inspection report available to the Tenant if the Tenant asks to see them
- (c) undertake such resulting works of repair and replacement as are necessary for compliance with statute or other regulation which are the Landlords responsibilities under the tenancy agreement

- 2. (1) (a) To keep the farmhouse, cottages and farm buildings insured to their full value against loss or damage by fire; and
- (b) save where any such damage occurs as a result of a willful act or negligency on the part of the Tenant as often as the farmhouse, cottages and farm buildings or any, or any part, of them shall be destroyed or damaged by fire, to execute all works of repair or replacement thereto necessary to make good damage by fire and to cause all money received in respect of such destruction or damage by virtue of such insurance to be laid out in the execution of such works.

(2) The proviso to paragraph 1(1) shall not apply to works falling within sub-paragraph (1)(b) of this paragraph.

3. (1) The Landlord shall be under no liability-

- (a) to execute repairs or replacements or to insure buildings or fixtures which are the property of the Tenant including buildings or fixtures erected or provided by the Tenant during their tenancy, or
- (b) subject to paragraph 2(1)(b), to execute repairs or replacements rendered necessary by the willful act or the negligence of the Tenant or any members of his household or his employees contractors and licensees or any person permitted to be on the Holding at the invitation of the Tenant.

(2) ~~If the Tenant does not start work on the repairs or replacements for which he is liable under paragraphs 4, 5, 6 and 7 within two months, or if he fails to complete them within three months of receiving from the Landlord a written notice specifying the necessary repairs or replacements and calling on him to execute them the Landlord may enter and execute such repairs or replacements and recover the reasonable cost from the Tenant forthwith.~~ The Landlord may serve written notice on the Tenant specifying works for which the Tenant is liable whereupon the Tenant is to execute all repairs works or replacements required and if the Tenant does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacement the Landlord or any person authorized by them may enter upon the Holding and execute such repairs works or replacement and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Landlord to the date of payment by the Tenant shall be a debt de from the Tenant to the Landlord and be forthwith recoverable by action.-

- (3) (a) If the Tenant wishes to contest his liability to execute any repairs or replacements specified in a notice served upon him by the landlord under the last foregoing sub-paragraph he shall within one month serve a counter-notice in writing upon the Landlord specifying the grounds on which and the items of repair or replacement in respect of which he denies liability and requiring the question of liability in respect thereof to be determined in accordance with the provisions of Clause 8 of this Lease.
- (b) Upon service of the counter-notice on the Landlord, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the question of liability in respect of those items has been determined.

Part II. Rights and Liabilities of the Tenant

Except in so far as such liabilities fall to be undertaken by the Landlord under Part I hereof:

4. (1) To execute all repairs and replacements and to put, keep and leave clean and in good tenable repair, order and condition:
- (a) ~~the farmhouse, cottages and farm buildings together with all roofs, roof valleys, barge boards, fascias and soffits, eaves guttering and downpipes, exterior and interior stair cases and fixed ladders (including bannisters and hand rails) to the buildings, and roof insulation;~~
- (b) ~~Door, window and skylight furniture including sashcords, hinges, locks and fastenings, glass (single and double glazed) and glass substitute except for glass or glass substitute which requires repair or replacement as a consequence of the condition of the door, window, skylight or their frames;~~
- (c) ~~all fixtures and fittings, boilers, fireplaces, firebricks, firebacks, ranges, grates, woodburners, rayburns, register plates, flue liners and cowels; ranges and grates;~~
- (d) ~~kitchen units, draws, doors, worktops, sinks and appliances;~~
- (e) ~~drains, sewers, gulleys, grease-traps, manholes and inspection chambers;~~
- (f) ~~electrical supply systems and fittings, water supply systems and fittings in so far as they are situated above ground, including pumping equipment, hydraulic rams (whether situated above or below ground) pipes, tanks, filtration systems, pressure vessels, cisterns, storage vessels and drinking troughs;~~
- (g) ~~hot water and heating system circulation pipework;~~
- (h) ~~sanitary fittings including toilets, sinks, baths, showers, shower trays enclosures and screens;~~
- (i) ~~slurry, silage and farm effluent storage and handling pumps, stirrers, jettors, sluice valves, take off points, couplings or hoses;~~
- ~~drinking troughs and pumping equipment, hydraulic rams (whether situated above or below ground);~~ (j) all underground water supply pipes, wells, boreholes and reservoirs and all underground installations connected

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therewith from time to time as the damage occurs, but so that the cost shall not exceed £2000 in any one year of the Lease;

- (k) removable covers to any manhole, inspection chamber, sewage disposal system, slurry, silage, dirty water or other effluent system;
- (i) walls and fences of open and covered yards and garden walls, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches;
- (j) roads and yards in and upon the Holding, or which during the Lease may be erected or provided thereon;

~~(2) To maintain and repair and to keep and leave clean and in good tenable repair, order and condition all underground water supply pipes, wells, boreholes and reservoirs and all underground installations connected therewith from time to time as the damage occurs, but so that the cost shall not exceed £2000 in any one year of the Lease.~~

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- (3) To repair or replace all removable covers to manholes, inspection chambers and to sewage, farm effluent and clean water disposal systems.
- (4) To keep clean and in good working order all roof valleys, eaves-guttering and downpipes, wells, septic tanks, cesspools and sewage disposal systems, slurry, silage and dirty water and effluent systems, farm effluent and clean water disposal systems.
- (5) To use carefully so as to protect from wilful, reckless or negligent damage all items for the repair or replacement of which the Landlord is responsible under paragraph 1; and to report in writing immediately to the Landlord any damage, however caused, to items for the repair or replacement of which the Landlord is responsible.

5. Subject to paragraph 2(1)(b)-

- (1) to replace or repair and, upon replacement or repair, adequately to paint, gas-tar, creosote or otherwise treat with effective preservative material as may be proper, all items of fixed equipment, and to do any work, where such replacement or repair work is rendered necessary by the wilful act or negligence of the Tenant or any members of his household or his employees, contractors, licensees or any person permitted to be on the Holding at the invitation of the Tenant; and
- (2) to replace anything mentioned in paragraph 5(1) which has worn out or otherwise become incapable of repair if its condition has been brought about by or is substantially due to the Tenant's failure to repair it.

6. (1) In the year xxxx and thereafter as often as may be necessary in order to prevent deterioration, and in any case at intervals of not more than five years, properly to paint with at least two coats of a suitable quality or properly and adequately to gas-tar, creosote or otherwise effectively treat with a preservative material all outside wood and ironwork of the farmhouse, cottages and farm buildings, the previously painted render of the farmhouse and cottages, the inside wood and ironwork of all external outward opening doors and windows, and the interior

structural steelwork of open-sided farm buildings which have been previously painted, gas-tarred, creosoted or otherwise treated with preservative material or which is necessary in order to prevent deterioration of the same so to paint, gas-tar, creosote or treat with preservative material:

- (2) In the last foregoing sub-paragraph 'open-sided' means having the whole or the greater part of at least one side or end permanently open, apart from roof supports, if any.

7. In the year xxxx and thereafter as often as may be necessary, and in any case at intervals of not more than seven years, properly to clean, colour, whiten, paper, paint, limewash or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors and windows of the farmhouse and cottages, which have been previously so treated and in the last year of the Lease to limewash the inside of all buildings which previously have been limewashed.

8. To cut, trim or lay a proper proportion of the hedges in each year of the Lease so as to maintain them in good and sound condition.

9. To dig out, scour and cleanse all ponds, watercourses, ditches and grips as may be necessary to maintain them at sufficient width and depth, and to keep clear from obstruction all field drains and their outlets.

10. (1) If the last year of the Lease is not a year in which such cleaning, colouring, whitening, papering, painting, limewashing or other treatment as is mentioned in paragraph 7 is due to be carried out, the Tenant shall pay to the Landlord at the end of such last year either the estimated reasonable cost thereof or a sum equal to the aggregate of one-seventh part of that cost in respect of each year that has elapsed since last cleaning, colouring, whitening, papering, painting, limewashing or other treatment as aforesaid, was completed, whichever is the less.

(2) If the last year of the Lease is not a year in which the Tenant is liable, under paragraph 6, to paint, gas-tar, creosote or otherwise treat the doors, windows, eaves-guttering and downpipes of buildings or the previously painted render of the farmhouse or cottages, the Tenant shall pay to the Landlord at the end of such last year either the estimated reasonable cost thereof or a sum equal to the aggregate of one-fifth part of that cost in respect of each year that has elapsed since such last painting, gas-tarring, creosoting or other treatment as aforesaid, was completed, whichever is the less.

(3) In the assessment of any compensation payable by the Tenant on the termination of the Lease in respect of dilapidation, any accrued liability under the two preceding sub-paragraphs shall be taken into account.

11. (1) ~~If the Landlord fails to execute repairs which are its liability within three months of receiving from the Tenant a written notice specifying the necessary repairs and~~

~~calling on it to execute them, the Tenant may execute such repairs and, except to the extent to which under the terms of Part I hereof the Tenant is liable to bear the cost, recover the reasonable cost from the Landlord forthwith. The Tenant may serve written notice on the Landlord specifying works for which the Landlord is liable whereupon the Landlord is to execute all repairs works or replacements required and if the Landlord does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements (save where the Landlord is prevented from carrying out the works by the Tenant) the Tenant or any person authorised by them may execute such repairs works or replacements and the cost thereof with interest payable at the Prescribed Rate from the date of expenditure by the Tenant to the date of payment by the Landlord shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by action~~

~~(2) If the Landlord fails to execute any replacements which are its liability within three months of receiving from the Tenant a written notice specifying the necessary replacements and calling on it to execute them, the Tenant may execute such replacements and, except to the extent to which under the terms of Part I hereof the Tenant is liable to bear the cost, recover the reasonable cost from the Landlord forthwith;~~ provided that the Tenant shall not be entitled to recover, in respect of the aggregate of the repairs works or replacements so executed by him in any year of the Lease any sum in excess of whichever is the smaller of the following two sums, that is to say, a sum equal to the Rent of the Holding for that year or £2000.

- (32) (a) If the Landlord wishes to contest its liability to execute any repairs or replacements specified in a notice served upon it by the tenant under the two foregoing sub-paragraphs, it shall within one month of the service of that notice serve a counter-notice in writing upon the Tenant specifying the grounds on which and the items of repair or replacement in respect of which it denies liability and requiring the question of liability in respect thereof to be determined in accordance with the provisions of Clause 8 of this Lease.
- (b) Upon service of a counter-notice on the Tenant, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the question of liability in respect of those items has been determined.

Part III. Obsolete and Redundant Buildings and Fixed Equipment

12. Nothing contained in Part I or Part II hereof shall create any liability on the part of either Landlord or Tenant:
- (1) to maintain, repair, replace or insure the following buildings and other items of fixed equipment which the Landlord and the Tenant agree in writing to be obsolete or redundant or unnecessary for the proper farming of the Holding or which in the event of any dispute between them as to whether it is, or before the

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same was damaged or destroyed by fire was, redundant to the farming of the Holding, shall be decided to be so by an independent expert or awarded to be so by an arbitrator as mentioned in paragraph 12 hereto:-

Schedule of obsolete and redundant buildings and fixed equipment

- (2) to execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or the blocking of outfalls which are not under control of either the Landlord or the Tenant.
13. (1) If at any time and from time to time either the Landlord or the Tenant shall be of the opinion that any item of fixed equipment is, or before the same was damaged or destroyed by ~~an Insured Risk fire~~ was, redundant to the farming of the Holding, they may, by giving notice in writing to the other of them, require that the question whether such item of fixed equipment is, or before such damage or destruction was, so redundant shall be determined by agreement between them or, in default of such agreement, in accordance with Clause 8 of this Lease, and that as from the date of any such agreement decision or award that the said item is, or before such damage or destruction by fire was, redundant to the farming of the Holding, paragraph 13(1) hereof shall then apply to that item and it shall be included in the Schedule of redundant buildings and fixed equipment given in paragraph 12(1) hereof and both the Landlord and the Tenant shall be relieved from all liability in respect of any antecedent breach of any obligation to maintain, repair or replace the item so agreed decided or awarded to be redundant and the Landlord shall be entitled to demolish and/or remove such item and to enter upon the Holding at any time for those purposes.
- (2) In any reference to an expert or arbitrator to which sub-paragraph (1) of this paragraph applies, no item of fixed equipment shall be determined to be, or to have been before damage or destruction by fire, as the case may be, redundant to the farming of the Holding, unless the expert or arbitrator shall be satisfied that the repair or replacement of such item is or, as the case may be, was, not reasonably required having regard to-
- (a) the Landlord's responsibilities to manage the Holding in accordance with the rules of good estate management; and
 - (b) the period for which the Holding may reasonably be expected to remain a separate Holding; and
 - (c) the character and situation of the Holding and the average requirements of a Tenant reasonably skilled in husbandry.

THE THIRD SCHEDULE
COMPENSATION ON TERMINATION

PART I

Definition of 'Tenant's Improvement'.

1. In this Schedule 'Tenant's Improvement' means:
 - (a) any physical improvement made on the Holding by the Tenant by his own efforts or wholly or partly at his own expense; or
 - (b) any intangible advantage obtained for the Holding by the Tenant by his own effort or wholly or partly at his own expense and which becomes attached to the Holding; or

- (c) any such physical improvement or intangible advantage made or obtained by a previous tenant of the Holding, or of land comprised in the Holding, and for which the Tenant made an ingoing payment under Clause 5.1.3(a) of this Lease.

Tenant's Entitlement to Compensation

- 2.1 At the end of the tenancy the Tenant shall be entitled, on quitting the Holding, to receive compensation in accordance with this Schedule in respect of any Tenant's Improvement provided during this Lease, and, unless compensation has previously been paid for it, for any Tenant's Improvement provided by the Tenant during any earlier Lease.
- 2.2 The Tenant will not be entitled to compensation for any physical improvement removed from the Holding at the end of this Lease or for any intangible advantage which does not remain attached to the Holding at the end of this Lease.
- 2.3 In the case of any Tenant's Improvement which does not consist of planning permission the Tenant will not be entitled to compensation unless the Landlord has given consent in writing to the provision of the Tenant's Improvement.
- 2.4 In the case of any Tenant's Improvement which consists of planning permission the Tenant will not be entitled to compensation unless the following conditions are satisfied:
 - (a) the Landlord has given consent in writing to the making of the application for planning permission;
 - (b) such consent is expressed to be given either for the purpose of enabling the Tenant lawfully to provide by his own effort or wholly or partly at his own expense a specified physical improvement on the Holding; or for the purpose of enabling the Tenant lawfully to effect a specified change of use; and
 - (c) on the termination of this Lease the specified physical improvement has not been completed or the specified change of use has not been effected.
- 2.5 The Tenant will be entitled to compensation for severed crops, unconsumed hay straw and silage and farmyard manure left on the Holding after the termination of this Lease if he has been required to leave them on the Holding by notice in writing given by the Landlord, and in any case where such notice is given compensation shall be payable equal to the market value of the items to which the notice relates.

- 2.6 If the Landlord refuses or fails to give consent to any Tenant's Improvement following a request by the Tenant, or offers to give consent only on conditions unacceptable to the Tenant the Tenant may give notice in writing to the Landlord requiring that the question be referred to arbitration under Section 19 of the Agricultural Tenancies Act 1995.
- 2.7 Approval for a Tenant's Improvement given by an arbitrator shall have effect as if it were the consent of the Landlord.
- 2.8 The Tenant's Improvements specified in Part II of this Schedule (if any) shall be deemed to have been the subject of consent in writing given by the Landlord to the Tenant and the Tenant shall be entitled to compensation for such matters although no further consent has been given for them after the start of this Lease.

The Assessment of Compensation for Tenant's Improvements

- 3.1 The compensation payable to the Tenant for any Tenant's Improvement which does not consist of planning permission shall be equal to the increase attributable to the improvement in the value of the Holding at the termination of this Lease as land comprised in a tenancy.
- 3.2 Where the Landlord and the Tenant have entered into an agreement in writing whereby any benefit is given or allowed to the Tenant in consideration of the provision of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement shall be reduced by the proportion which the value of the benefit bears to the total cost of providing the improvement.
- 3.3 Where a grant has been made or will be made to the Tenant out of public money in respect of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.
- 3.4 The amount of compensation payable to the Tenant for any Tenant's Improvement which consists of planning permission shall be equal to the increase in the value of the Holding at the termination of this Lease as land comprised in a tenancy attributable to the fact that the physical improvement or change of use specified in the Landlord's consent referred to in paragraph 2.4(b) above is authorised by the planning permission.

Landlord's Compensation for Breaches of Tenant's Covenants

4. On the termination of this Lease the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his obligations contained in this Lease the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant

save that compensation for breaches of covenants to repair shall be in accordance with Section 18(1) of the Landlord and Tenant Act 1927.

Resolution of Disputes under this Schedule

- 5.1 If not agreed between the Landlord and the Tenant any claim by either party for compensation for any matter falling within this Schedule shall be determined by arbitration under this Schedule.
- 5.2 If either party wishes to claim compensation in respect of any matter falling within this Schedule he shall give notice in writing to the other party of his intention to make the claim and of the nature of the claim, such notice to be given before the end of the period of two months beginning with the date of termination of this Lease.
- 5.3 Not earlier than four months after the termination of this Lease either party may apply to the President of The Royal Institution of Chartered Surveyors for the appointment of a suitably qualified person to act as arbitrator to determine any claim for compensation which has not previously been either settled or referred to arbitration by agreement.
- 5.4 If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another arbitrator in his place by agreement or alternatively either party may apply to the President of The Royal Institution of Chartered Surveyors for the appointment of a new arbitrator.
- 5.5 Where the Tenant lawfully remains in occupation of part of the Holding after the termination of this Lease references in paragraphs 2.5, 5.2 and 5.3 above to the termination of this Lease shall, in the case of a claim for compensation relating to that part of the Holding, be construed as references to the termination of the Tenant's occupation of that part.

PART II

Improvements and acts of husbandry referred to in Clause 5.87.1 (a) of this Lease in respect of which the Tenant shall be deemed to have been given the consent in writing of the Landlord or for which such consent is not required:-

1. The following routine improvements specified in the regulations S1 1978/809 as amended by S1 1980/752, S1 1981/8220 and S1 1983/1475:
 - Mole drainage and works carried out to ensure the efficient functioning thereof.
 - Liming (including chalking) of land.

Application to land of purchased manure and fertiliser, whether organic or inorganic.

Consumption on the Holding of corn (whether produced on the Holding or not) or of cake or other feeding stuffs not produced on the Holding by horses, cattle, sheep, pigs or poultry.

Growing, severed or harvested crops and produce being in any case crops or produce grown on the Holding in the last year of the Lease, but not crops which the Tenant has a right to sell or remove from the Holding.

Seeds sown or cultivations fallows and acts of husbandry performed on the Holding at the expense of the Tenant.

Pasture laid down with clover, grass, lucerne, sainfoin or other seeds, being:

- (a) pasture laid down at the expense of the Tenant other than in compliance with an obligation imposed on him by an agreement in writing to lay it down to replace temporary pasture comprised in the Holding when the Tenant entered thereon which was not paid for by him; or
- (b) pasture paid for by the Tenant on entering the Holding.

Residual sod fertility value in certain districts.

2. Improvements for which the Tenant made a payment to an outgoing tenant in accordance with Clause 5.1.3(a) of this Lease but excluding Tenant's Fixtures as defined by the Agricultural Holdings Act 1986.

NONE

THE FOURTH SCHEDULE

**ENTITLEMENTS TO CLAIM BASIC PAYMENT MADE AVAILABLE TO THE
TENANT BY THE LANDLORD
PAYMENTS AND ASSETS CREATED BY THE
COMMON AGRICULTURAL POLICY
Under Clauses 5.3.21 and 5.3.32**

PART 1

This Part of the Schedule is for the parties to record their interests in and agreed treatment of any assets already created under the Common Agricultural Policy such as entitlements.

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- ~~1. The Landlord hereby transfers to the Tenant XX hectares of Basic Payment Scheme entitlements located in the XXX payment region to hold in trust for him keeping and maintaining them in full subject only to official variations and transferring them to no one else then returning them to the Landlord or transferring them to someone nominated by the Landlord on the end of the Tenancy expeditiously completing such forms and other procedures as may be required to do this so that they are available in full for the Landlord or his nominee immediately after the expiry of the Tenancy.~~
- ~~2. The Landlord hereby leases to the Tenant XX hectares of Basic Payment Scheme entitlements located in the XXX payment region for the Term at an annual rent of £ (pounds) due on the same terms and dates as the Rent for the Holding Property and subject to the same provisions for enforcement of payment. The Tenant is to keep and maintain them in full subject only to official variations transferring them to no one else and returning them to the Landlord on the expiry of the lease of these entitlements expeditiously completing such forms and other procedures as may be required to do this so that they are available in full for the Landlord or his nominee immediately after the expiry of the Tenancy.~~
- ~~1. The Landlord hereby transfers to the Tenant XX hectares of Single Payment Scheme entitlements located in the XXX payment region to hold in trust for him keeping and maintaining them in full subject only to official variations and transferring them to no one else then returning them to him or transferring them to someone nominated by the Landlord on the end of the Tenancy expeditiously completing such forms and other procedures as may be required to do this so that they are available for the Landlord or his nominee immediately after the expiry of the Tenancy.~~
- ~~2. The Landlord hereby leases to the Tenant XX hectares of Single Payment Scheme entitlements located in the XXX payment region for the Term at an annual rent of £ (pounds) due on the same terms and dates as the Rent for the Property and subject to the same provisions for enforcement of payment. The Tenant is to keep and maintain them in full subject only to official variations transferring them to no one else and returning them to the Landlord on the expiry of the lease of these entitlements expeditiously completing such forms and other procedures as may be required to do this~~

so that they are available for the Landlord or his nominee immediately after the expiry of the Tenancy.

PART 2

PAYMENTS AND ASSETS
THAT MAY BE CREATED UNDER THE COMMON AGRICULTURAL POLICY AND
ANY SUCCESSOR POLICIES
Future Rights to Subsidy under the
Agricultural or Rural Policies of the European Union

This Part of the Schedule is for the parties to record their approach to any new asset that may be created and allocated to one or both parties under any future changes to the Common Agricultural Policy of the European Union or any replacement or supplementary policy as may be introduced in England.

1. Object and Definitions

1.1 It is considered that:

- (i) on the United Kingdom leaving the European Union the present policies of the Common Agricultural Policy of the European Union may be replaced by policies determined by authorities within the United Kingdom
- (ii) while the United Kingdom remains a member of the European Union the Common Agricultural Policy as agreed by Council Regulations in 2013 may be further changed

during the Term of this Tenancy. Recognising that the shape of any such change or replacement regime and how it or they may affect the rights and obligations of the Landlord and the Tenant cannot be foreseen at the commencement of this Tenancy, the object of this Part of this Schedule is to govern the allocation and use of any rights that

may be created in the future to claim subsidies or other payments or benefits (including marketing quotas) under the agricultural and rural policies of the European Union the United Kingdom or England (whether as a revised version of the Basic Payment Scheme or otherwise) that may be allocated in respect of the Tenant's occupation of the land within the HoldingProperty during the Term of the Tenancy so that the Tenant may have the economic benefit of those rights during the course of the Tenancy but preserve them for transfer to and use by the Landlord or his nominee on the end of the Tenancy.

1.2 In addition to the definitions applying to this Agreement, the following definitions shall apply to this Part of this Schedule

- (i) 'DEFRA' means the Department for Environment Food and Rural Affairs and includes the Rural Payments Agency and shall refer to any successor organisations as shall be responsible in England for the administration of agricultural and rural subsidy policy.
- (ii) 'Rights' mean
 - (a) any rights that exist and are recorded in Part I of this Schedule that have been made available to the Tenant by the Landlord by lease or transfer and
 - (b) such rights that may be held by the Tenant only by virtue of his occupation of the HoldingProperty as may be created allocated re-allocated kept maintained or redistributed to claim subsidies payments or other benefits (including those to claim the Basic Payment or any other revised or replacement Direct Payment) during the continuation of the Tenancy or to operate as marketing quotas.
- (iii) 'the Regulations' mean the main Direct Payments Regulation (EU) No 1307/2013 of the European Parliament and Council of 17th December 2013 and Commission Delegated Regulation (EU) No 639/2014 of 11th March 2014 and Commission Implementing Regulation (EU) No 641/2014 of 16th June 2014 and any other regulations made by European institutions or authorities or payment agencies in the United Kingdom keeping maintaining creating allocating re-allocating or distributing the present or future rights and governing their administration operation and use.

2. General Policy

2.1 The Tenant shall use reasonable endeavours to keep maintain secure or establish in the first year of any new agricultural policy scheme the greatest possible number of such Rights in respect of the land within the HoldingProperty and the Landlord shall give him reasonable support where required for this objective.

2.2 Those Rights are:

- (i) if registered in the name of the Tenant or otherwise allocated to him to be both used and maintained by him throughout the tenancy to the full extent possible in conjunction with the HoldingProperty
- (ii) if registered in the name of the Landlord or otherwise allocated to him to be made available by him to the Tenant for the duration of the Tenancy and that Tenant

will both use and maintain them to the full extent possible with the benefit of that availability to be a relevant factor for any rent review and in either case any eligibility of the land to enable such direct payment claims is to be a relevant factor for any rent review.

2.3 Rights allocated to the Tenant by virtue of his occupation of the HoldingProperty will be transferred to the Landlord or his nominee at the end of the tenancy at a sum to be agreed between the parties and in the absence of agreement at the current market value.

3. General Obligations and Agreements of the Parties as to the Rights

3.1 Both parties hereto warrant that they will do all such acts and things comply with all of the Regulations and enter into such documents as shall be necessary to implement this Part of this Schedule and do so in a timely fashion so as not to cause loss.

3.2 If the legislation or practices relating to any Scheme under the Regulations or other rights to payments under the agricultural and rural policies of the European Union the United Kingdom or England alter after the date of this Agreement in such a way that the objects of this Schedule are not achieved either party may give one month's written notice to the other that he wishes that an arbitrator be appointed in accordance with this Agreement to re-draft the terms of this Schedule in such a way as may fairly achieve the objects of this Schedule and the costs thereof shall be borne equally by the parties hereto. The arbitrator's determination in this matter is to be final and binding. If a single arbitrator has not been appointed by the parties within that month either party may by written request ask the President of the Central Association of Agricultural Valuers to appoint one.

4. The Landlord hereby covenants with the Tenant:

4.1 To take all reasonable steps to secure the identification of the Rights with the Tenant.

4.2 That any failure by the Landlord or his nominee to meet any eligibility requirements for the Rights to be transferred by the Tenant to the Landlord or his nominee on the end of the Tenancy that results in any loss of the Rights or the Rights not being transferred in time for the Landlord or his nominee to claim them at the first opportunity after the end of the Tenancy will not be held to be the fault of the Tenant and as such the Tenant will not indemnify the Landlord against any such loss.

5. The Tenant hereby covenants with the Landlord:

5.1 At all times during the Term to do all acts and things which may reasonably be required to obtain keep and maintain the maximum number and value of Rights under the Regulations.

5.2 To take all reasonable steps to

- (a) ensure the use and maintenance of the Rights during the Tenancy and
- (b) ensure their return to the Landlord or a person nominated by him on the end of the Tenancy subject to clause 4.2.

- 5.3 During the Term to claim payment upon the Rights and to use and maintain them in accordance with the Regulations in such a way that the Rights or any part thereof and their continuing payment value or any part thereof are not lost adversely changed or charged or whereby they are removed from the Tenant whether permanently or temporarily.
- 5.4 At all times during the Term to carry out all obligations imposed on the Tenant as occupier and/or farmer with regard to the requirements of the Regulations.
- 5.5 To keep and maintain records of all Rights registered in the Tenant's name and those allocated to or transferred or leased in or out by the Tenant and their use together with any changes in their number payment value or attribution to a payment region as may arise under any official action and to supply the Landlord or any person nominated by him with a copy of that record on request.
- 5.6 On the Landlord's request to furnish the Landlord or a person nominated by him forthwith (in writing if so required) with all information which he may reasonably request concerning the Rights or other farming activities of the Tenant which may affect the Rights whether such farming activities are carried out by the Tenant directly or indirectly and whether they relate to the HoldingProperty or to other land.
- 5.7 Not to dispose of transfer lend lease charge or otherwise deal with the whole or any part of the Rights as to result in any Rights lapsing or the Rights reducing in number or payment value during the Term or the Rights being transferred or otherwise becoming unavailable for use in full on the HoldingProperty on the termination of the Tenancy.
- 5.8 Not by any direct or indirect act or omission in respect of any land or property not included in the HoldingProperty to allow the Rights to pass to any other person whatsoever save as provided under this Agreement.
- 5.9 Not to make or permit anyone claiming on his behalf or through him to make any claim either during or at or following termination of the Tenancy which may result in:
- (i) the Rights or any part thereof ceasing to belong to or be available to the Landlord or his nominated person
 - (ii) any claim for payment or other benefit in respect of Rights by a subsequent occupier of the HoldingProperty made for any period after this Tenancy has finally ceased being frustrated compromised or reduced.

If as a result of any such claim the Rights or any part or payment value or payment are lost to the Landlord or his nominated person the Tenant is to indemnify the Landlord against all losses which the Landlord or his nominated person suffers thereby including

(but not necessarily limited to) all costs and expenses incurred in the acquisition of replacement Rights which are comparable in all significant respects to those lost.

- 5.10 To achieve and maintain the maximum number of hectares on the HoldingProperty that are eligible hectares for use with Rights so that the relevant payment or other benefit may be validly claimed under the Regulations in respect of the HoldingProperty both by the Tenant and any subsequent occupier. The number of hectares eligible for use with entitlements under the Basic Payment Scheme as at the date of this Agreement is agreed to be hectares including hectares of temporarily ineligible area. That area is to be registered with the Land Parcel Identification System or any replacement system and that registration is to be fully maintained on an accurate basis subject only to any officially imposed variations in measurement. If the Regulations change the definition of the land that is eligible for use with the Rights the Tenant is still to maximise that eligible area on the HoldingProperty. If the Tenant fails to register or keep registered any such eligible land he hereby authorises the Landlord or his nominee to do so in his name with the Landlord or his nominee ensuring that the Tenant has copies of all relevant correspondence and plans.
- 5.11 To comply with the rules of the scheme governing the Rights (including any requirements and rules regarding the use and management of land within the HoldingProperty or other matters so that the Landlord or the next claimant on the HoldingProperty or any part of it may receive his payments claim in full with no loss arising from any failure to comply with this clause and to indemnify that claimant against any loss arising from any failure by the Tenant to comply with this clause. In particular the Tenant shall require the Landlord's consent for any management choices regarding the use of land within the HoldingProperty in the calendar year which includes the date on which the Tenancy terminates in respect of all or any part of the HoldingProperty ended that may compromise such a full claim
- 5.12 Will transfer the Rights referred to at 1.2 (2)(b) to the Landlord (or at the Landlord's direction transfer them to a person nominated by him) so that they may be available for use by the Landlord or the nominee immediately after the expiry of the Tenancy at a sum to be agreed between the parties and in the absence of agreement at the current market value. The Tenant shall take all such steps and do all such acts as may be required to effect and procure that transfer of the Rights save only for any changes made by general statutory reductions or alterations not arising from the Tenant's actions to the Landlord or such person or persons as the Landlord nominates in writing. In all events the Tenant is to notify DEFRA to effect that transfer in time for the Rights to be available to support a claim at the first claim date after the final cessation of the Tenancy.
- 5.13 The provisions of paragraph 5.12 shall apply where the Tenancy is terminated in respect of any part of the HoldingProperty to the proportion of the Rights that the number of eligible hectares in that part eligible for use with Rights has to the number of such eligible hectares on the HoldingProperty.

5.14 Insofar as they remain to be observed and performed and are capable of taking effect after the termination of the Term howsoever determined the provisions of this Schedule shall remain in full force and effect notwithstanding the termination.

This Part of the Schedule is for the parties to record:

- their approach to any new asset that may be created and allocated to one or both parties under the Common Agricultural Policy reforms,
- the agreement of the Parties as to the assets in Part 1 as DEFRA has elected to maintain them during the course of the Tenancy.

1. Object and Definitions

1.1 Following agreement and publication of the main Direct Payments Regulation (EU) No 1307/2013 of the European Parliament and Council of 17th December 2013 and Commission Delegated Regulation (EU) No 639/2014 of 11th March 2014 and Commission Implementing Regulation (EU) No 641/2014 of 16th June 2014 this legislation governs Direct Payments under the Common Agricultural Policy from 1st January 2015.

1.2 The object of this Part of this Schedule is to carry forward existing Rights and obligations in the items listed in Part I of this Schedule so far as is possible.

1.3 In addition to the definitions applying to this Agreement, the following definitions shall apply to this Part of this Schedule

- (i) 'DEFRA' means the Department for Environment Food and Rural Affairs and includes the Rural Payments Agency and shall refer to any successor organisations as shall be responsible in England for administration of agricultural

and rural subsidy policy as currently administered under the Common Agricultural Policy of the European Union.

(ii) ~~'Rights' mean any rights that exist and are recorded in Part I of this Schedule that have been made available to the Tenant by the Landlord by lease or transfer and also any that may be held by the Tenant by virtue of his occupation of the Property as may be kept maintained created allocated re-allocated or redistributed to claim subsidies payments or other benefits (including those to claim the Basic Payment or any other revised or replacement Direct Payment during the continuation of the Tenancy) under the agricultural and rural policies of the European Union or to operate as marketing quotas under those policies.~~

(iii) ~~'the Regulations' mean the main Direct Payments Regulation (EU) No 1307/2013 of the European Parliament and Council of 17th December 2013 and Commission Delegated Regulation (EU) No 639/2014 of 11th March 2014 and Commission Implementing Regulation (EU) No 641/2014 of 16th June 2014 and any other regulations made by European institutions or authorities or payment agencies in the United Kingdom keeping maintaining creating allocating re-allocating or distributing the Rights and governing their administration operation and use.~~

2. ~~General Policy~~

2.1 ~~The Tenant shall use reasonable endeavours to keep maintain secure or establish in the first year of any new Common Agricultural Policy scheme the greatest possible number of such Rights in respect of the land within the Property and the Landlord shall give him reasonable support where required for this objective.~~

2.2 ~~As DEFRA has elected to maintain entitlements to the Single Payment as entitlements to the Basic Payment the Tenant agrees that the obligations on him under Part 1 continue to apply to those assets as though there had been no reform of the Common Agricultural Policy and shall take all steps to ensure that he fulfils those obligations to the Landlord in full that to the extent that any land in the Property is now in a different payment region the entitlements to be transferred back shall be entitlements in that payment region~~

2.3 ~~Those Rights are:~~

(i) ~~if registered in the name of the Tenant or otherwise allocated to him to be both used and maintained by him to the full extent possible in conjunction with the Property~~

(ii) ~~if registered in the name of the Landlord or otherwise allocated to him to be made available by him to the Tenant for the duration of the Tenancy and that Tenant will both use and maintain them to the full extent possible with the benefit of that availability to be a relevant factor for any rent review~~

~~and in either case any eligibility of the land to enable such direct payment claims is to be a relevant factor for any rent review.~~

2.4 ~~The Rights referred to in Part 1(1) and any other Rights allocated to the Tenant by virtue of his occupation of the Property will be transferred to the Landlord or his nominee at the end of the tenancy at a sum to be agreed between the parties and in the absence of agreement at the current market value.~~

~~3. General Obligations and Agreements of the Parties as to the Rights~~

- ~~3.1 Both parties hereto warrant that they will do all such acts and things and enter into such documents as shall be necessary to implement this Part of this Schedule and do so in a timely fashion so as not to cause loss.~~
- ~~3.2 Both parties hereto warrant that they will comply with all of the requirements of the Regulations and in particular those necessary to fulfil the obligations of this Schedule.~~
- ~~3.3 The terms of this Schedule and the availability to the Tenant of the Rights under it and any consideration that may have been reserved by agreement between the parties shall be taken into account on any review of the rent of the Property.~~
- ~~3.4 The Tenant shall retain any Direct Payments made by virtue of the Rights including those paid to him after the end of the term but derived from a claim lawfully submitted by him in respect of his final period of occupation under this Agreement.~~
- ~~3.5 If the legislation or practices relating to any Scheme under the Regulations or other rights to payments under the agricultural and rural policies of the European Union alter after the date of this Agreement in such a way that the objects of this Schedule are not achieved either party may give one month's written notice to the other that he wishes that an arbitrator be appointed in accordance with this Agreement to re-draft the terms of this Schedule in such a way as may fairly achieve the objects of this Schedule and the costs thereof shall be borne equally by the parties hereto. The arbitrator's determination in this matter is to be final and binding. If a single arbitrator has not been appointed by the parties within that month either party may by written request ask the President of the Central Association of Agricultural Valuers to appoint one.~~

~~4. The Landlord hereby covenants with the Tenant:~~

- ~~4.1 To take all reasonable steps to secure the identification of the Rights with the Tenant.~~
- ~~4.2 To comply and ensure that any tenant purchaser or other person using the land after the expiry of the Tenancy will comply with the rules of the Direct Payment Scheme governing the Rights (including the eligibility of the land any cross compliance rules and any payment for agricultural practices beneficial for the climate and the environment ('greening')) both during the continuation of the Tenancy and so long as is required afterwards for the Tenant to receive his final Direct Payment in respect of them under any claim made within that period and indemnify the Tenant against any loss arising from any failure to comply with this clause.~~
- ~~4.3 The Landlord or his nominee will meet any eligibility requirements for the Rights to be transferred back by the Tenant on the end of the Tenancy and any failure by the Landlord or his nominee to meet any such eligibility requirements that results in any loss of the Rights or the Rights not being transferred in time for the Landlord or his nominee to claim them at the first opportunity after the end of the Tenancy will not be held to be the fault of the Tenant and as such the Tenant will not indemnify the Landlord against any such loss.~~

~~5. The Tenant hereby covenants with the Landlord:~~

~~5.1 At all times during the Term to do all acts and things which may reasonably be required to obtain keep and maintain the maximum number and value of Rights under the Regulations.~~

~~5.2 To take all reasonable steps to
(a) ensure the use and maintenance of the Rights during the Tenancy and
(b) ensure their return to the Landlord or a person nominated by him on the end of the Tenancy subject to clause 4.3.~~

~~5.3 During the Term to claim payment upon the Rights and to use and maintain them in accordance with the Regulations in such a way that the Rights or any part thereof and their continuing payment value or any part thereof are not lost adversely changed or charged or whereby they are removed from the Tenant whether permanently or temporarily.~~

~~5.4 To keep and maintain records of all Rights registered in the Tenant's name and those allocated to or transferred or leased in or out by the Tenant and their use together with any changes in their number type payment value or attribution to a payment region as may arise under any official action and to supply the Landlord or any person nominated by him with a copy of that record.~~

~~5.5 At all times during the Term to carry out all obligations imposed on the Tenant as occupier farmer or producer with regard to the requirements of the Regulations.~~

~~5.6 On the Landlord's request to furnish the Landlord or a person nominated by him forthwith (in writing if so required) with all information which he may reasonably request concerning the Rights or other farming activities of the Tenant which may affect the Rights whether such farming activities are carried out by the Tenant directly or indirectly and whether they relate to the Property or to other land.~~

~~5.7 Not to dispose of transfer lend lease charge or otherwise deal with the whole or any part of the Rights as to result in any Rights lapsing or the Rights reducing in number or payment value during the Term or the Rights being transferred or otherwise becoming unavailable for use in full on the Property on the termination of the Tenancy.~~

~~5.8 Not by any direct or indirect act or omission in respect of any land or property not included in the Property to allow the Rights to pass to any other person whatsoever save as provided under this Agreement.~~

~~5.9 Not to make or permit anyone claiming on his behalf or through him to make any claim either during or at or following termination of the Tenancy which may result in the Rights or any part thereof ceasing to belong to or be available to the Landlord or his nominated person and if as a result of any such claim the Rights or any part or payment value thereof are lost to the Landlord or his nominated person to indemnify the Landlord against all losses which the Landlord or his nominated person suffers thereby including (but not necessarily limited to) all costs and expenses incurred in the acquisition of replacement Rights which are comparable in all significant respects to those lost.~~

- ~~5.10— Not to make or permit anyone claiming on his behalf or through him to make any claim either during or at or following termination of the Tenancy which may result in any claim for payment or other benefit in respect of Rights by a subsequent occupier of the Property made for any period after this Tenancy has finally ceased being frustrated compromised or reduced and if as a result of any such claim that payment or benefit is lost to that occupier to take all necessary steps to immediately on being notified by the Landlord withdraw that claim and to indemnify the Landlord and that subsequent occupier against all losses which they suffer from such a claim.~~
- ~~5.11— To achieve and maintain the maximum number of hectares on the Property that are eligible hectares for use with Rights so that the relevant Direct Payment or other benefit may be validly claimed under the Regulations in respect of the Property both by the Tenant and any subsequent occupier. The number of hectares eligible for use with entitlements under the Single Payment Scheme as at the date of this Agreement is agreed to be hectares including hectares of temporarily ineligible area. That area is to be registered on the Rural Land Register and any replacement of the Register that is to administer the Land Parcel Identification System or any replacement system and that registration is to be fully maintained on an accurate basis subject only to any officially imposed variations in measurement. If the Regulations change the definition of the land that is eligible for use with the Rights the Tenant is still to maximise that eligible area on the Property. If the Tenant fails to register or keep registered any such eligible land he hereby authorises the Landlord or his nominee to do so in his name with the Landlord or his nominee ensuring that the Tenant has copies of all relevant correspondence and plans.~~
- ~~5.12— To make all appropriate maps and information as to each parcel of land in the Property available to the Landlord or his nominee on the end of the Tenancy and in particular to provide the Landlord or his nominee with a full copy of the complete entries for each parcel on the Property on the claim for Direct Payments under the Common Agricultural Policy submitted by the Tenant in the last year of the Tenancy together with a copy of the most recent maps of those parcels provided by DEFRA. The Tenant is to carry out all necessary actions to assist a claim on those parcels in conjunction with Rights by the Landlord or his nominee in the year following the end of the Tenancy and do so within the time limits required for that purpose.~~
- ~~5.13— To comply with the rules of the scheme governing the Rights (including any requirements and rules for cross compliance and any payment for agricultural practices beneficial for the climate and the environment ('greening') together with any other obligations under that scheme) in the calendar year which includes the date on which the Tenancy terminates in respect of all or any part of the Property ended so that the next claimant on the Property or any part of it may receive his claim in full with no loss arising from any failure to comply with this clause and to indemnify that claimant against any loss arising from any failure by the Tenant to comply with this clause. To that end the Tenant shall:~~
- ~~(a) — in the last year of the Tenancy require the Landlord's consent to the pattern of cropping of any arable land (as defined by the relevant Direct Payments Scheme) comprised in the Tenancy.~~
 - ~~(b) — not without the Landlord's consent vary the area of permanent grassland and permanent pasture (as defined by the relevant Direct Payments regulation) comprised within the Tenancy.~~

~~5.14 Will transfer the Rights to the Landlord (or at the Landlord's direction transfer them to a person nominated by him) so that they may be available for use by the Landlord or the nominee immediately after the expiry of the Tenancy at a sum to be agreed between the parties and in the absence of agreement at the current market value. The Tenant shall take all such steps and do all such acts as may be required to effect and procure that transfer of the Rights save only for any changes made by general statutory reductions or alterations not arising from the Tenant's actions to the Landlord or such person or persons as the Landlord nominates in writing. In all events the Tenant is to notify DEFRA to effect that transfer in time for the Rights to be available to support a claim at the first claim date after the final cessation of the Tenancy.~~

~~5.15 The provisions of paragraph 5.14 shall apply where the Tenancy is terminated in respect of any part of the Property to the proportion of the Rights that the number of eligible hectares in that part eligible for use with Rights has to the number of such eligible hectares on the Property.~~

~~5.16 Insofar as they remain to be observed and performed and are capable of taking effect after the termination of the Term howsoever determined the provisions of this Schedule shall remain in full force and effect notwithstanding the termination.~~

THE FIFTH SCHEDULE THE CONSERVATION PRACTICES

PART I - HUSBANDRY STANDARDS

The provisions relating to husbandry standards referred to in clause 5.2.5(g) are as follows:

1. Taking into account the terms of this Agreement the character and situation of the Holding and all relevant circumstances, the Tenant will maintain a reasonable standard of land management and husbandry both in terms of the system of farming and the quantity and quality of produce, and at the same time will keep the Holding in a condition which will enable such a standard to be maintained in the future.
2. In considering whether the standard of management and husbandry achieved by the Tenant is reasonable, regard will be had to the extent to which:
 - (a) the Tenant's farming practices keep the soil, sub-soil and natural and other drainage systems in good condition having regard to the DEFRA Codes of Good Agricultural Practice;
 - (b) grassland is being kept properly mown or grazed, free from pernicious weeds and maintained at an appropriate level of fertility;
 - (c) arable land is being cropped in such a way as to maintain the land in an appropriate state of cultivation and fertility;

- (d) the Holding is properly stocked (where the system of farming practised requires the keeping of livestock) and an efficient standard of management of livestock is maintained including compliance with current farm animal welfare standards;
- (e) the necessary steps are being taken for the protection and preservation of crops which have been harvested or lifted or which are in the process of being harvested or lifted;
- (f) the necessary work of maintenance is being carried out;
- (g) the storage, use and disposal of fuel oil, effluents, manures, slurries, inorganic fertilisers and pesticides complies with the DEFRA Codes of Good Agricultural Practice for the Protection of Water, Soil and Air;
- (h) any chemicals used on the farm minimise damage to wildlife and are handled and applied in accordance with the COSHH Regulations and the Food and Environment Act Pesticide Codes;
- (i) ditches, watercourses, ponds, marshy areas and other wetland features are conserved and any maintenance work required is undertaken on a rotational basis in autumn and winter only and all watercourses specified in Part II of this Schedule are protected by maintaining an uncultivated strip alongside;
- (j) hedgerows are maintained in a good and sound condition;
- (k) care is taken to keep pesticides, fertiliser, slurry and farmyard manure away from field boundaries;
- (l) the Tenant ensures that farm staff and contractors are aware of the husbandry standards required and adopt recommended practices;
- (m) any additional terms relating to conservation, cultivation or management included in Part II of this Schedule are being complied with.

PART II - ADDITIONAL TERMS RELATING TO CONSERVATION, CULTIVATION AND MANAGEMENT

The following additional terms relating to the conservation cultivation and management of the Holding, or to specific fields or areas of the Holding, will apply in accordance with clause 5.2.5(g).

1. PLOUGHING AND CULTIVATION

1.1 Permanent Pasture

Land which is listed as permanent pasture in Schedule 1 will not be ploughed up, cultivated in any way, reseeded or direct drilled without the Landlords prior written consent. The spreading of seed on the surface of the pasture shall be deemed to be reseeding.

1.2 Hedges, Ditches and Trees

Ploughing or cultivation is not permitted within 1 metre of any hedgerow or field boundary, ditch or other watercourse, pond, lake or wetland or beneath the canopy of a tree.

1.3 Management of Specific Fields or Areas of the Holding

2. USE OF FERTILISERS, CHEMICALS AND OTHER PRODUCTS

2.1 Application of Farm Wastes and Organic Fertilisers

The Tenant will comply at all times with the following requirements:

- * No wastes or other fertilisers to be applied within 10 metres of a watercourse, pond or lake, drainage ditch or tree trunk or beneath a tree canopy or within 1.5 metres of a hedge.
- * No wastes or other fertilisers to be applied within 50 metres of any spring, well or water abstraction point.
- * Effluent must not be spread on land at any time when the following conditions apply: frozen, severely compacted or waterlogged land.
- * No spreading to take place at a time when wind causes waste to drift during spreading into a watercourse, adjacent land, building, trees, banks, hedges or onto roads.
- * The limit for spreading of total nitrogen from organic sources (excluding grazing deposits) is 250 kg per hectare per year.
- * No manures to be applied to bare land in autumn or early winter normally mid October to the end of February.
- * No sewage sludge is to be imported on to the holding or spread on to the land.

Rates of application should not exceed 50m³ of slurry per hectare or 50 tonnes of farmyard manure per hectare.

If smaller amounts are applied when soils are at field capacity there must be at least 3 weeks between applications.

When soils are at field capacity, application of dirty water from irrigators must not exceed 5 mm per application.

2.2 Use of Herbicides, Pesticides and Inorganic Fertilisers

The application of herbicides, pesticides and artificial fertilisers within 10 metres of watercourses or ditches or within 50 metres of a water abstraction point is not permitted without the prior written consent of the Landlord. Spraying is not permitted where there could be drift onto water or where pollution of watercourses or groundwater will occur. Herbicides, pesticides or artificial fertilisers must not be applied within 10 metres of a tree trunk or under a tree canopy or within 1.5 metres of hedgerows.

The Tenant must not allow the drift of sprays onto hedgerows and adjoining lands.

2.3 Veterinary Products

The Tenant will not use any veterinary products or methods of application which are proscribed by the Landlord.

2.4 Management of Specific Fields or Areas of the Holding

3. WASTE DISPOSAL

3.1 Sheep Dipping

Sheep dipping must comply with the recommendations of the Environment Agency set out in their publication "Pollution Prevention Guidelines 12 - Sheep Dipping".

Where permanent facilities are installed, the Tenant must use the method of disposal of the dip fluid approved beforehand by the landlord.

Where permanent facilities are not installed, sheep dipping is not permitted on the Holding except by mobile operator. All dip fluid must be contained and removed from the site by a licensed operator. The standing area for sheep after dipping must be constructed in such a way that all fluids are contained and disposed of.

3.2 Disposal of Dead Animals

Animal carcasses must be disposed of via a licensed knackerman or licensed Incineration or Rendering Plant. Animal carcasses will not be buried or burnt on the holding.

3.3 Refuse Disposal

The Tenant must agree with the Landlord suitable methods for the disposal of farm, household and other refuse.

Hazardous chemicals must be disposed of in accordance with the current codes of practice.

3.4 Management of Specific Fields or Areas of the Holding

4. MANAGEMENT OF HEDGES, TREES AND WATERCOURSES

4.1 Hedges

The farm hedges contain a rich and varied mix of plant species. Hedges must be trimmed every other year unless on roadside or track edges when they must be cut annually. Trimming must take place from September to February unless otherwise agreed by the Landlord.

The aim should be to establish a variety of hedge types on the Farm. Hedges with parallel sides and 'A' shaped profile and chamfered top are all suitable but the overall aim is to have hedges not less than 2 metres tall. Careful cutting to stimulate growth of side shoots is desirable to prevent gaps developing in the lower branches and maintain a dense covering of foliage. If the hedge has been recently laid it must be cut in the direction of the lay.

For nature and landscape conservation reasons, the Landlord may require certain hedges to be managed to an alternative specification.

Having some tall hedges on the Farm is also important as wildlife and landscape features and as stock shelter. Steps should be taken to ensure the presence of tall hedges in the future.

Saplings should be marked and promoted into occasional hedgerow trees. Ash oak field maple and crab apple are all favoured. Oak could be planted as a light standard into a hedge gap.

4.2 Trees

The Landlord will be responsible for the management of all trees. Fallen timber or deadwood is not to be removed by the Tenant without the prior written consent of the Landlord, except in an emergency.

The Tenant will not place supplemental feed within 10 metres of a tree or under a tree canopy.

The Landlord reserves the right to extend the exclusion area around each tree if damage to trees or associated plants and animals occurs. The Tenant will permit the Landlord to provide and maintain guards where in the opinion of the Landlord trees should be protected from stock damage.

4.3 Watercourses, Ponds, Ditches and Streams

The Tenant will obtain the Landlord's approval prior to any ditch management operations. The Tenant will observe and perform the provisions of any management programme provided by the Landlord for watercourses, ponds, ditches and streams to enhance their conservation value.

4.4 Management of Specific Fields or Areas of the Holding

5. NATURE CONSERVATION

5.1 Management of Specific Fields or Areas of the Holding

6. ARCHAEOLOGY

6.1 Management of Specific Fields or Areas of the Holding