

# **FARM BUSINESS TENANCY**

**(More than 3 years and not more than 7 years)**

LANDLORD: **Suffolk County Council**

TENANT:

HOLDING:

TERM:

INITIAL RENT:

AREA:

**TENANCY AGREEMENT**

Date

**1 DEFINITIONS**

- 1.1 The Landlord **SUFFOLK COUNTY COUNCIL** of Endeavour House  
8 Russell Road, IPSWICH IP1 2BX
  
- 1.2 The Tenant  of
  
- 1.3 The Holding The property known as  at  extending to approximately  hectares ( acres) shown coloured pink and edged in red on the attached plan and detailed in Schedule 1.
  
- 1.4 Term A term starting on the Start Date and expiring on
  
- 1.5 Start Date
  
- 1.6 Rent £ per annum or such other amount as is from time to time agreed or decided under this agreement (payable half yearly) (in arrears) each year by Bankers' Standing Order (or by Direct Debit or by other direct electronic means as the Landlord may reasonably request)
  
- 1.7 Rent Days On the sixth day of April and eleventh day of October in each year but in the final year of the tenancy the last payment of rent shall be made in advance of the 6<sup>th</sup> April.

1.8 Rent Review Date The ... and every anniversary of that Date but subject always to the condition that the rent shall not be

reviewed more than once in any one period of three years.

- 1.9 Interest Rate 6% above the base rate of Lloyds Bank Plc
- 1.10 Entitlements [*number and value*] of entitlements under the Basic Payment Scheme
- 1.11 Use Arable farming
- 1.12 Break Right Holder The Landlord and Tenant
- 1.13 Break Dates  and
- 1.14 Notice Not less than twelve months prior written notice expiring at the end of a year of the tenancy.
- 1.15 Part Termination Limit part of the Holding not exceeding ● hectares (● acres) per year
- 1.16 Part Termination Purpose Any purpose
- 1.17 In this agreement except where specially defined in this clause or in Schedule 2 the words and phrases used have the meaning given to them by the Act

## 2 LETTING

The Landlord lets the Holding to the Tenant for the Term SUBJECT to such title matters and third party rights as affect the Holding

EXCEPTING AND RESERVING from the Tenancy to the Landlord

- (a) The right for the Landlord and all persons authorised by him with or without vehicles animals machinery and plant to enter on any part of the Holding at all reasonable times for the purposes set out below and for all other reasonable purposes including any survey work required to promote any part of the Holding or adjoining land for non-agricultural purposes
- (b) All mines minerals including all substances in or under the Holding of a kind ordinarily worked or removed by underground or surface working with power to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage thereby caused by the exercise of such rights
- (c) The right to take water from any source of water supply on the Holding provided sufficient water is left for the Tenant to farm in accordance with this agreement
- (d) The right to grant rights to third parties over the Holding subject to the payment of reasonable compensation for damage but retaining for the Landlord the full benefit of any payments made for those rights or any existing rights
- (e) The Landlord reserves the right to grant permission for authorised bodies/ third parties to undertake including but not limited to Ecological, soil and archaeological surveys
- (f) The right to create or to allow the creation of public or permissive rights of way over the Holding

- (g) All timber and other trees (except fruit trees), saplings, pollards and underwood with the right to inspect mark fell cut replant and carry them away from the Holding and from neighbouring land over the Holding without making any payment to the Tenant for the use (but making reasonable compensation for all damage done in the exercise of the rights reserved provided a written claim is made by the Tenant for any damage done in the exercise of the rights reserved provided a written claim is made by the Tenant to the Landlord within a reasonable time)
- (h) All game, deer, wildfowl, woodcock, snipe and other wild birds listed in the Wildlife and Countryside Act 1981 Schedule 2 their nests and eggs and all fish together with the exclusive right for the Landlord and all persons authorised by him to go upon the Holding to rear preserve shoot kill and take them away and to shoot hunt hawk sport and fish (and to carry out normal associated activities) on or over the Holding
- (i) The right for the Landlord and all persons authorised by him jointly with the Tenant to kill shoot and take away rabbits hares pigeons or any other pests
- (j) The right to use lay repair connect to and renew existing or new pipes drains conduits cables wires or other works and to carry out surveys and ground inspections the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights
- (k) All existing rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord
- (l) The exclusive right to all treasures archaeological artefacts or specimens discovered on the holding

### **3 TENANT'S AGREEMENTS**

The Tenant agrees with the Landlord as follows:

#### **3.1 Rent**

To pay the Rent or a apportioned part of it (and any new rent fixed under the statutory rent review provisions contained in part II of the Act) whether demanded or not without set-off or deductions on the Rent Days and in the manner required by this agreement

#### **3.2 Valuation on Entry**

To pay on entry or on demand to the Landlord or (if so directed by the Landlord) to the outgoing Tenant the amount that would be payable by the Landlord in respect of compensation for improvements or tenant right matters whether under the Eighth Schedule to the Agricultural Holdings Act 1986 or otherwise or if applicable the Act (but not including compensation under the Act for planning permission) to an outgoing tenant if he had been holding under the terms of an agreement containing the same terms as in this Agreement each party to pay their own Valuer's fees and any dispute as to such amount to be submitted to arbitration by a single arbitrator.

#### **3.3 Schedule of Condition on Entry**

If a schedule is required by either party to be responsible for half of the cost of a Schedule of Condition of the Holding to show the condition of the Holding as at the Start Date

#### **3.4 Interest**

To pay interest at the Interest Rate on all sums due by the Tenant to the Landlord under this agreement from the date of demand until the date when the payment is actually made.

#### **3.5 Outgoings**

(a) To pay rates taxes, land drainage charges, water charges, sub-meter (if applicable) and other outgoings relating to the Holding during the Term

- (b) To be responsible for submitting any Stamp Duty Land Tax return and pay the full cost (if applicable) of Stamp Duty Land tax in respect of this Principal or any Supplemental Agreements and the counterpart

### 3.6 Maintenance and repair

- (a) To carry out the repairing obligations imposed on the Tenant under Schedule 6
- (b) In addition to the obligations on the Tenant contained in Schedule 6:-
  - (i) To protect against frost and in the event of damage by frost to repair or replace as necessary all water supply systems and fittings
  - (ii) To maintain the drainage on all parts of the Holding requiring draining in the most approved manner practised on lands of a similar nature in the district and in the case of field drains and outfalls to open up the land as necessary and to clean the drains and tiles as required. To allow the Landlord to enter upon the Holding to carry out land drainage and to pay such contribution towards the cost of the works as may be agreed or failing agreement as determined by an arbitrator

### 3.7 Insurance

To maintain public liability insurance in respect of his business assets and activities on the Holding up to a value of £5,000,000 (Five Million Pounds)

#### (a) Live and Dead Stock

To insure and keep insured at all times during the tenancy to the full market value against loss or damage by fire with an insurance company of a category approved in writing by the Landlord the live and dead stock and the whole of the meadow and clover and hay fodder and straw and other crops stored on the Holding or in the buildings and to produce the policy of insurance and the receipt for the current premium to the Landlord or his agent whenever called upon to do so. If such produce is destroyed or to purchase its full manurial and mechanical equivalent in good farmyard manure or approved artificial fertilisers or feeding stuffs to be expended or used on the Holding



Immediately to notify the Landlord of any claim under a policy taken out in accordance with clause 3.7(a)

b) Buildings and Fixed Equipment

- (i) To insure the buildings and fixed equipment on the Holding against the Insured Risks listed in Part B of Schedule 6 except any Insured Risk expressly identified in Part B of Schedule 6 to be the responsibility of the Landlord
- (ii) To effect such insurance with a substantial and reputable Insurance Company for the full cost of re-building or re-instatement (including architects' surveyors' and other professional fees and also including the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses)
- (iii) To ensure that the insurance policy shall be in the joint names of the Landlord and the Tenant and when requested by the Landlord to produce the original insurance policy or a certified copy for inspection and also to produce to the Landlord from time to time when requested by the Landlord written evidence that any premium is fully paid and up to date
- (iv) If and whenever the buildings or fixed equipment or any part of them are damaged or destroyed by any of the relevant Insured Risks as soon as reasonably practicable to apply all monies received in respect of such insurance in re-building or re-instating the buildings or fixed equipment so destroyed or damaged to the reasonable satisfaction and under the supervision of any surveyor appointed by the Landlord and to make up any difference between the cost of re-building and re-instating and the insurance money received out of the Tenant's own money unless such insurance policy or the payment of monies under such insurance policy shall have been vitiated in any way by the default or omission of the Landlord

- (v) Immediately to inform the Landlord in writing upon the happening of any event or the occurrence of any Insured Risk which might affect any insurance policy on or relating to the Holding and upon the happening of any Insured Risk against which the Landlord may have insured under this Agreement
- (vi) To avoid any act or omission by which any policy of insurance of the Landlord may be invalidated and to indemnify the Landlord against any losses charges costs or expenses incurred through any such invalidation
- (vii) To keep in the buildings an adequate number of suitable fire extinguishers in good working order and to take all other reasonable precautions to safeguard the Landlord's property against fire and other risks

### 3.8 Use and management

- (a) Throughout the Term personally to farm the Holding as a trade or business for the Use only
- (b) To keep and maintain the Holding free from weeds, pests and vermin, to spread any ant or mole hills and to farm the Holding in accordance with the rules of good husbandry as defined in the Agriculture Act 1947 and not merely to keep the Holding in good agricultural and environmental condition
- (c) To maintain the soil structure and fertility as evidenced in the Schedule of Condition
- (d) Before the end of the Term to spread all manure slurry and compost on the Holding
- (e) Not to break up or convert into arable any part of the Holding shown in Schedule 1 as permanent pasture and not to remove from the Holding any turf or top soil and to maintain all public rights of way

- (f) Not to deposit any refuse waste redundant material or redundant machinery of any kind on the Holding

To take all reasonable steps to prevent trespass on the Holding and to prevent any new public or private rights from being acquired over the Holding and to notify the Landlord in writing of any encroachment or trespass on the Holding

- (g) Not to do or suffer to be done on the Holding anything which may be or become a nuisance or annoyance to the Landlord or other occupiers of neighbouring land

- (i) Not to commit any wilful or voluntary waste on all or any part of the Holding or to remove or alter any fence hedge or other boundary feature

- (j) Not to cut down or lop or drive nails into or injure any trees growing on the Holding and to protect all trees from damage by animals

- (k) To inspect the trees on the Holding regularly and to give written notice to the Landlord of any dead or potentially dangerous trees on the Holding

- (l) Not to put the Holding down to crops of more than 2 years duration including grass and to take all reasonable precautions to prevent the introduction of eelworm, rhyzonmania, violet root, and white rot on the Holding; in particular not grow on the same land during any period more than one crop as specified below namely:

<u>Period</u>	<u>Crop</u>
10 Years	Daffodils
3 Years	Sugar Beet
5 Years	Potatoes
5 Years	Carrots
5 Years	Onions

- (m) At all times personally to reside in the farmhouse on the Holding (if any) as their main principal residence
- (n) Not to use or permit the Holding to be used for camping or parking of vehicles or caravans or for the purpose of auctions, sales, fairs, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film or for searching for buried objects
- (o) To take all reasonable steps to preserve and prevent the destruction of all wild birds included in the Wildlife and Countryside Act 1981 Schedule 2 (including their nests and eggs)
- (p) Prior to the last year of the Term and by the 1 August in the penultimate year to contact the Landlord to agree a written programme and scheme of cropping and to implement the same during the last year and in the event of failure to contact the Landlord and agree a written programme to cultivate the Holding during the last year in accordance with the reasonable written requirements of the Landlord
- (q) Not to sell any grass keeping grazing or growing crops on the Holding nor to take in livestock of any third party or in which a third party has an interest
- (r) In the last year of the tenancy to return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved or any fodder straw roots or other produce of the Holding sold or removed from it
- (s) To keep and on the request of the Landlord to produce at any reasonable time true and up-to-date records of all cropping and accounts with all necessary vouchers of all hay straw and other produce sold off the Holding and of the provision made for the return to the Holding of all manures fertilizers feeding stuffs chemicals and seeds purchased and applied to the Holding and of all home-grown produce consumed on the Holding
- (t) Not to grow any genetically modified crop or apply waste or treated waste from public or private sewage works or paper pulp wood chip or otherwise upon the Holding unless prior written consent has been given

- (u) To keep all orchards and gardens in a proper state of cultivation well manured and in good heart
- (v) When so required by the Landlord and at the joint and equal expense of the Landlord and the Tenant to have taken a proper analysis of the soil of the Holding (or of such part of it as may be specified by the Landlord) or such other body as the Landlord may specify if a proper analysis has not been undertaken at the Tenant's expense in a reasonable period of time prior to the Landlord's request
- (w) Prior to termination of the agreement or surrender of occupancy, to pay for a soil test to confirm the soil is in no worse heart than the first day of occupancy.
- (x) Removal of straw off the land is restricted to every other year. Straw to otherwise be ploughed back into the land.

### 3.9 Information

- a) To supply free of charge to the Landlord a copy of all documents submitted during the Term in respect of the Holding which the Tenant completes pursuant to any Enactment or in respect of Entitlements or any document submitted or received in respect of Payment Rights (including a claim for allocation of Payment Rights) at the time the document is completed or received and records (including invoices) of all crops grown on the Holding
- b) To supply free of charge to the Landlord a copy of any charge over the Tenant's business assets at the time the charge is completed
- c) To supply immediately on receipt to the Landlord a copy of any notice, order, direction or proceedings served upon or received by the Tenant concerning the Holding or any report or survey relating to the Holding prepared by or for the Tenant
- d) On termination of this Tenancy (or earlier upon written request) to supply any documents held by the Tenant which are required to enable the Holding to be farmed in accordance with this agreement

3.10 Legislation

To comply with any Legal Obligations and statutory instruments or requirements

3.11 Alienation

Not to assign, sublet, charge, part with or share possession or occupation of the Holding nor to enter into any contract farming agreement, share farming agreement, cropping licence or otherwise in relation to the Holding nor have on the Holding third party livestock

On termination of this agreement to hand back the Holding to the Landlord with vacant possession in a clean and tidy condition consistent with the proper performance of the tenant's covenants in this agreement

3.12 Alterations and improvements

Not to alter, remove or make additions to any building or other item of fixed equipment nor erect any new buildings or other item of fixed equipment nor apply for planning permission nor make any other improvements (with the exception of routine improvements) to the Holding without the prior written consent of the Landlord

3.13 Schemes

Not without the prior written consent of the Landlord to enter into any grant scheme management agreement or other arrangement under which the use and/or management of the Holding is restricted

3.14 Licenses and Authorisations

During the Tenancy to preserve any existing licence or authorisation or any new licence or authorisation granted for the Holding relating to water supply or any other matter under any Enactment and on termination of the Term to transfer any such licence and/ or authorisation to the Landlord or at his direction

### 3.15 Costs

(a) To indemnify the Landlord against all costs incurred by the Landlord in or in contemplation of enforcing their rights or the Tenant's covenants (including the service of notices and the preparation and service of any schedule of dilapidations) or considering or granting requests for consent under this agreement

(b) To pay one half of the costs incurred by the Landlord in the preparation of the Schedule of Condition

### 3.16 Death of Tenant

If the Tenant or any of them dies during the Tenancy his executors or administrators or other person or persons in whom any interest in the Tenancy is vested immediately after his death shall within one month of his death give notice in writing to the Landlord of such death and its date

### 3.17 Yield up

On termination of this agreement to hand back the Holding to the Landlord with vacant possession in a clean and tidy condition consistent with the proper performance of the tenant's covenants in this agreement

### 3.18 Compensation payable by the Tenant

On the termination of the tenancy or earlier if the Landlord shall exercise its right to enter under Schedule 8 or otherwise determine this Tenancy under any other clause of this Agreement to pay compensation for any breach by the Tenant of any of his obligations contained in this agreement the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant but taking into account also the requirement of the Tenant to farm the holding to a high standard provided that in the case of damages or compensation payable on termination of this Tenancy the amount of these shall not exceed the amount of damage to the Landlord's reversion

3.19 Early entry

In the last year of the Term after the Tenant has removed from any part of the Holding the last crop which he intends to grow and harvest the Tenant will permit the Landlord and any person authorised by him to enter and cultivate that part of the Holding

3.20 Damage by Public Utilities

Where damage results from the laying of pipelines sewers and other apparatus underground or from the erection of poles pylons and other apparatus above the ground to use the monetary compensation to remedy such damage and fully to restore the Holding or obtain a suitable indemnity from the statutory or acquiring authority

3.21 Burning of straw or other substances

Except where specifically authorised by law not to cause or permit the burning of straw or stubble on the Holding and to ensure that no part of the Holding or any adjacent land or buildings of the Landlord are damaged or destroyed by any fire. In the event of damage occurring to any part of such property to pay the cost of reinstating the same together with full compensation for the loss of any timber and any other loss suffered by the Landlord and to indemnify the Landlord from and against all claims that may be made by reason of damage to the property of a third party

3.22 Pollution and Contamination

To take all reasonable steps to avoid polluting or contaminating the Holding To observe all legislation and regulations relating to pollution and contamination and to indemnify the Landlord against all liability in respect of pollution and contamination which the Tenant could reasonably have taken steps to avoid or mitigate



#### 4 LANDLORD'S AGREEMENTS

The Landlord agrees with the Tenant as follows:

a. Quiet enjoyment

If the Tenant observes and performs the Tenant's agreements and obligations in this agreement the Tenant may peaceably hold and enjoy the Holding during the Term without any unlawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord

b. Maintenance repair and insurance

- (a) In respect of the parts of the Holding shown in Schedule 6 to be the liability of the Landlord
  - (i) To keep them in a good state of repair and condition
  - (ii) Where the relevant item relates to the decoration or treatment of any part of the Holding to re-decorate paint or treat the relevant part in respect of external items at intervals of not more than five years and in carrying out such work to do the same to a proper standard with good quality materials
- (b) No liability shall fall upon the Landlord under this clause or under Schedule 6 unless and until the Tenant shall have given written notice to the Landlord of any repair maintenance renewal or replacement which in the reasonable opinion of the Tenant should be carried out by the Landlord under clause 4 and Schedule 6
- (c) To insure the buildings and fixed equipment on the Holding against the Insured Risks which are expressly shown in Part B of Schedule 6 to be the responsibility of the Landlord
- (d) To effect such insurance with a substantial and reputable Insurance Company for the full cost of re-building or reinstatement (including architects' surveyors' and other professional fees and also including the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses)

- (e) If requested in writing by the Tenant to ensure that the interest of the Tenant is noted with the relevant insurance company
- (f) When the Tenant quits the Holding at the end of this tenancy the Landlord shall pay compensation to the Tenant as provided for in the Act

## **5 RENT REVIEW**

The Landlord and the Tenant mutually agree that the Rent shall be subject to the statutory rent review provisions contained in Part II of the Act and shall be reviewed on the Rent Review Dates

## **6 ENTITLEMENTS AND PAYMENT RIGHTS**

The Landlord and the Tenant agree:

### **6.1 Entitlements**

- (a) Immediately following the grant of the Tenancy both parties shall (subject to the Entitlements having been established) take all reasonably necessary steps to transfer the Entitlements to the Tenant for the Tenant's use during the Term
- (b) The Tenant warrants that:
  - (i) he is registered with the relevant Authority as a farmer;

- (ii) he is an Active Farmer, has declared to the relevant Authority that he is an Active Farmer and, if required, the necessary evidence of that status has been received and approved by the relevant Authority;
- (iii) he will remain an Active Farmer until the Entitlements are returned to the Landlord; and
- (iv) the eligible area of the Holding shall not fall below the Minimum Area Requirement

and the Tenant agrees to indemnify the Landlord against all costs, losses, claims, damages or proceedings (including but not limited to the cost of replacing any Entitlements that are confiscated and not returned to the Landlord) arising out of or in connection with a breach of this warranty

- (c) The Tenant shall use and maintain the Entitlements and shall not transfer lease or charge them or do or omit to do anything which results in the loss confiscation or reduction of any of the Entitlements or renders them unavailable or not transferable on termination of the Tenancy nor permit the number of eligible hectares on the Holding to fall below the number of the Entitlements
- (d) Before the termination of the Tenancy the Tenant shall transfer the Entitlements (or where only part of the Tenancy is terminated a fair number and type of the Entitlements reflecting the use and extent of that part) to the Landlord or his nominee without payment so that those Entitlements are registered in the name of and usable by the Landlord or his nominee on the day after the last day of the Tenancy (or the relevant part of it)

- (e) The Tenant shall comply in full with all Compliance Requirements affecting the Holding during the Tenancy and in the last year of the Tenancy shall obtain the Landlord's prior consent to the cropping arrangements (including the location of any areas designated under legislation for particular uses including but not limited to ecological focus areas)
- (f) The Landlord shall for the remainder of the calendar year during which the Tenancy ends procure that all Compliance Requirements affecting the Holding are (save to the extent that the Tenant has himself failed to observe them) observed in full
- (g) The Tenant's obligations concerning Entitlements shall not apply insofar as the Entitlements have been subject to reduction or limitation imposed by any Authority unless such reduction or limitation is due wholly or partly to any act or omission by the Tenant (any compensation for that reduction or limitation being due to the Landlord)

## 6.2 Payment Rights

- (a) In this clause 6.2 the "Holding Payment Rights" means the maximum number amount or value of Payment Rights which may be claimed in respect of the Holding and (for Payment Rights calculated per hectare) no fewer Payment Rights than the number of the Entitlements
- (b) Subject to clause 6.2(c) the Tenant will secure the Holding Payment Rights by allocation or transfer (but not allocation from any national reserve if that limits the Tenant's ability to transfer those Payment Rights at any time) and will hold and thereafter use the Holding Payment Rights on the Holding

- (c) The Tenant shall not do or omit to do anything which may prejudice the allocation of Payment Rights to the Landlord or any other occupier of the Holding or any part of it if any of those parties are properly able to (and the Landlord directs that they should) secure the allocation of Payment Rights in respect of the Holding in place of the Tenant
- (d) The Tenant shall maintain the Holding Payment Rights and not transfer lease or charge them or do or omit to do anything which results in the loss confiscation or reduction of any of the Holding Payment Rights or renders them unavailable or not transferable on termination of the Tenancy nor (for Payment Rights calculated per hectare) permit the number of eligible hectares on the Holding to fall below the number of the Holding Payment Rights
- (e) Before the termination of the Tenancy the Tenant shall transfer the Holding Payment Rights (or where only part of the Tenancy is terminated a fair number and type of the Holding Payment Rights reflecting the use and extent of that part) to the Landlord or his nominee without payment so that those Holding Payment Rights are registered in the name of and usable by the Landlord or his nominee on the day after the last day of the Tenancy (or the relevant part of it)
- (f) The Tenant shall comply in full with all Compliance Requirements affecting the Holding during the existence of the Tenancy
- (g) The Landlord shall for the remainder of the calendar year (or other relevant period) during which the Tenancy ends procure that all Compliance Requirements affecting the Holding are (save to the extent that the Tenant has himself failed to observe them) observed in full
- (h) The Tenant's obligations concerning Holding Payment Rights shall not apply insofar as the Holding Payment Rights have been subject to reduction or limitation imposed by any Authority unless such reduction or limitation is due wholly or partly to any act or omission by the Tenant (any compensation for that reduction or limitation being due to the Landlord)

- (i) The tenant must supply to the Landlord free of charge a copy of all documents submitted or and materials received in respect of Payment Rights at the time that the document is submitted or received.

## **7 TERMINATION OF TENANCY**

The Landlord and the Tenant agree:

### **7.1 Break Right – Whole Tenancy**

- (a) The Break Right Holder shall have the right to terminate this agreement by serving Notice on the other party to expire on a Break Date
- (b) The Landlord shall be entitled on the death of the Tenant (or in the case of more than one joint tenant on the death of any of them) to terminate this agreement by serving Notice on his personal representatives to expire on an anniversary of the Start Date
- (c) The Landlord shall be entitled (in the event of being reasonably satisfied that the Tenant is incapable by reason of physical or mental incapacity of farming the Holding in accordance with the obligations contained in this agreement) to terminate this agreement by serving Notice on the Tenant to expire on an anniversary of the Start Date
- (d) On the expiry of the Notice this agreement shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this agreement

### **7.2 Termination of Part**

- (a) The Landlord shall have the right at any time to terminate this agreement in respect of any part of the Holding subject to the Part Termination Limit (if any) for a Part Termination Purpose by serving Notice on the Tenant in accordance with the Act

- (b) Any termination of part of the Tenancy shall not terminate the Term except in respect of the land taken (in respect of which this agreement shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this agreement) and the Tenant shall be entitled to an appropriate reduction in rent

7.3 Forfeiture

- (a) If the whole or any part of the Rent (or any other sum reserved as rent) remains unpaid twenty-one days after becoming due (whether demanded or not); or
- (b) If any of the Tenant's agreements in this agreement are not performed or observed; or
- (c) If the Tenant (or any of those comprising the Tenant who is an individual) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors; or is the subject of any judgment or order which is not complied with within seven days or is the subject of any execution or distress levied on the Holding; or is the subject of an application or order or appointment under sections 253, 273 or 286 of the Insolvency Act 1986; or is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of section 268 of the Insolvency Act 1986; or
- (d) If the Tenant (being a company) is the subject of a petition presented or an order made or a resolution passed for appointing an administrator or winding up such company; or a receiver or administrative receiver is appointed of the whole or any part of the undertaking, property, assets or revenue of the company; or agrees to declare a moratorium or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or ceases or threatens to cease to carry on its business

The Landlord may without prejudice to any other rights he may have at any time (and notwithstanding the waiver of any previous rights of re-entry) re-enter the Holding or any part of it whereupon the Tenancy shall end

It is further agreed between the parties that demand for or acceptance of rent or other payment due to the Landlord from the Tenant shall not operate as a waiver of any breach committed by the Tenant irrespective of when the rent or other payment became due to the Landlord

## **8 FURTHER MUTUAL AGREEMENTS**

The Landlord and the Tenant agree:

### **8.1 Repossession**

The Landlord shall be entitled to resume possession of the holding or any part in accordance with Schedule 8

### **8.2 Set-off**

That the Landlord may deduct from any compensation due to the Tenant all sums due from the Tenant to the Landlord

### **8.3 Redundant Buildings**

The buildings or other fixtures included or deemed to be included in Schedule 1 are to be treated as redundant which means that (save as provided in this clause) neither the Landlord nor the Tenant are required to maintain repair or insure (except against employer's or public liability risks) such buildings or fixtures and the parties shall be relieved from any antecedent breach of any such obligations relating to such buildings or fixtures



- (i) those buildings or fixtures are to be disregarded for all purposes of this agreement save to the extent that they fail to be considered at rent review when they shall be treated as not existing
- (ii) the Landlord has the right at any time at his own expense to enter and repair those buildings or fixtures or remove them
- (iii) In default of agreement either party shall be entitled on giving one month's notice in writing to the other to refer the question as to whether any other building or fixture is redundant to the proper requirements of the Holding to an expert appointed in accordance with this agreement and if it is agreed or if the expert awards that such building or other fixture is to be treated as redundant then as from the date of such agreement or award (as the case may be) the building shall be deemed to be included in Schedule 1

#### 8.4 Landlord's buildings

- (i) The buildings or other fixtures included or deemed to be included in Schedule 4 are to be treated as Landlord's fixtures and fittings.
- (ii) Not without the Landlord's written consent to lay any grain pulses onions potatoes wood or other weighty or prejudicial matter in any buildings other than those listed in Schedule 4 and as set out in Schedule 6 paragraph 5.1.

#### 8.5 Tenant's Fixtures

- (i) The fixtures and fittings specified in Schedule 5 are fixtures belonging to the Tenant in respect of which the Act applies.
- (ii) The Landlord acting reasonably reserves the right to request the Tenant to remove any fixture on the holding prior to the termination of this tenancy and to make good to Landlords' satisfaction.

#### 8.6 Dispute Resolution

- (a) In the event of any dispute arising under this agreement between the parties other than a dispute in respect of Rent or consent for improvements or compensation it shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement on the application of either party by the President of the Royal Institution of Chartered Surveyors
- (b) The appointment of such expert shall specify that his decision shall be made following representations in writing by the parties and the costs of the expert shall be borne as directed by the expert and his decision shall be final and binding on all parties

#### 8.7 Whole Agreement

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy and the Tenant covenants that he does not in entering into this agreement rely on any representation or warranty other than those expressly set out in this agreement or contained in any written replies given by or on behalf of the Landlord to any written enquiries raised by or on behalf of the Tenant

#### 8.8 Landlord's Address and Notices

- (a) For the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified in clause 1 or at such other address as the Landlord may notify to the Tenant in writing
- (b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery to the address given for the party in this agreement or in a manner provided for in Section 36 of the Act

8.9 Contracts (Rights of Third Parties) Act 1999

The parties do not intend that any term of this agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is preserved

8.10 Implied Rights

The Tenant shall not impliedly be or become entitled to any easement or similar right and section 62 of the Law of Property Act 1925 is excluded from this lease

8.11 Landlord's Agents

Any right or power under this Agreement granted to the Landlord shall be exercisable by the Landlord or the Landlord's duly authorised agents or servants and any notice requiring to be given to or by the Landlord shall be deemed to have been properly served if served on or by the Landlord's agents

8.12 VAT

Where under the terms of this Agreement the Tenant is obliged to make any payment to the Landlord which attracts VAT (or any tax replacing it) the Tenant shall be responsible for the payment of the VAT (or any tax replacing it)

8.13 Farm Business Tenancy

The Landlord and Tenant:

- (a) certify that before executing this lease the Landlord and the Tenant each served notices on the other in accordance with section 1(4) of the Act;
- (b) confirm that it is intended that the Tenancy shall be and remain a farm business tenancy within the meaning of the Act; and
- (c) confirm that there is no agreement for lease to which this lease gives effect.

#### 8.14 Tenant's Indemnity

- (a) The Tenant agrees to repay to the Landlord on a full indemnity basis all costs fees charges and expenses incurred by the Landlord in connection with (a) all Notices served and procedures taken under S146 and S147 of the Law of Property Act 1925 and the Leasehold Property (Repairs) Act 1938 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court (b) the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and (c) any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after termination or expiry of this tenancy
- (b) The Tenant will indemnify the Landlord and any incoming Tenant against any liability to employees of the Tenant arising out of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and costs incurred in connection with such liability

### **9. INDEPENDENT ADVICE**

9.1 The Tenant acknowledges that

- (a) Prior to signing this Agreement he took qualified independent advice and
- (b) Apart from the express obligations of the Landlord contained in this Agreement the Landlord owes no other obligation nor any special or general duty of care to the Tenant either in respect of the Holding the farming or management of the Holding or in connection with this Agreement or any matter arising under or in connection with this Agreement

### **10. COMPENSATORY PAYMENTS**

10.1 Any compensatory payment in respect of the last year of this tenancy or whether partly in respect of the last year or any period after the expiry of this tenancy shall if received by the Tenant is held upon trust by the Tenant for the Landlord and Tenant respectively

10.2 The eventual destination of such compensatory payment whether all to the Landlord or all to the Tenant or whether it is to be divided between them shall be negotiated between the parties and in default of agreement shall be decided by arbitration and the arbitrator shall take into account all the relevant factors and in particular the date on which this tenancy terminates

## **11. SPECIAL PROVISIONS RELATING TO ENVIRONMENTAL AND OTHER MATTERS**

The provisions (if any) of Schedule 9 shall apply to this Agreement

## **12 Guarantor's Obligations (IF REQUIRED)**

12.1 If a Guarantor is named in the particulars and has signed this Agreement then the Guarantor agrees to pay any sum which the Tenant fails to pay to the Landlord and to compensate the Landlord for any loss suffered by the Landlord as a result of any failure by the Tenant to comply with his obligations under his Agreement. The Guarantor's obligation will remain in force even if the Landlord allows the Tenant extra time to comply with his obligations or does not insist on strict compliance by the Tenant with his obligations under this Agreement.

SIGNED by the parties on the date of this agreement

OR for tenancies of 3 years or more

This agreement is executed as a Deed by the parties and is delivered and takes effect on the date of this agreement

**Schedule 1**

<i>[OS][NG]</i> Number	Description	Use	<i>[Acres][Hectares]</i>

## Schedule 2

### Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Active Farmer**" means an active farmer as defined by the Regulations and interpreted from time to time by the relevant Authority

"**Authority**" means any statutory public local or other authority or any court of law or any government department or any of their duly authorised officers

"**Basic Payment Scheme**" means the system introduced under the Regulations including all statutory guidance and codes of practice issued by or on behalf of the EU or the UK Government and "Basic Payment" shall be construed accordingly

"**Compliance Requirements**" means the requirements for the management of land or other compliance requirements imposed under the Basic Payment Scheme or any scheme which governs the issue of Payment Rights including but not limited to:

- a) requirements for statutory management and to keep land in good agricultural and environmental condition under the Basic Payment Scheme; and
- b) the Greening Requirements

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community or European Union legislation or decree having effect of law in the United Kingdom

"**Greening Requirements**" means those practices beneficial for the climate and for the environment contained in the Regulations

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) during the Term in discharging premiums for fire insurance public liability and other risks or insurances in any policy effected by the Landlord in respect of the Holding payable upon production by the Landlord to the Tenant of the receipt for the premiums due

"**Legal Obligations**" means any obligation created by any Enactment which relates to the Holding or its use

**"Minimum Area Requirement"** means the minimum area in respect of which the relevant Authority will accept a claim for Basic Payment as authorised by the Regulations (such minimum area in 2015 being 5 hectares)

**"Payment Rights"** means all right to payment or subsidy whether under any scheme for the production or marketing of agricultural produce or otherwise or any quota or right of or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use or any other similar benefit which is now or at any time in the future may be allocated transferred or made available in respect of the Holding (and whether as a matter of law attached to the Holding or not) other than the Entitlements

**"Regulations"** means Council Regulation (EU) No. 1307/2013 and any related prior subsequent or subsidiary EU or UK acts regulations or directives

**"Schedule of Condition"** means the schedule attached to this agreement

**"Tenancy"** means the tenancy granted by this agreement

In this agreement unless the context otherwise requires:

- i. words importing one gender only include every gender, words importing the singular include the plural and vice versa, and words importing persons include firms and companies and vice versa;
- ii. the term "the Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the determination of the Tenancy;
- iii. the term "the Tenant" includes the person for the time being entitled to the Tenancy;
- iv. where there are two or more persons included in the expressions "the Landlord" and "the Tenant" the obligations of such persons under this agreement shall be joint and several;
- v. any reference to "the Holding" includes any part or parts thereof;
- vi. any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to and at the same times as the sum in question;



- vii. any provision not to do an act or thing imports an obligation not to cause to permit such act or thing to be done;
- viii. any reference to legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it
- ix. if at any time a period of notice referred to in this Tenancy is in breach of any Enactment for any purpose there shall be deemed to be substituted for such purpose the minimum period of notice required by such Enactment
- x. any reference to any Enactment, legislation or to codes of practice guidance notes or similar documents issued by or on behalf of the government includes reference to that legislation code of practice guidance note or similar document as amended or replaced from time to time and to any subordinate legislation made under such legislation

**SCHEDULE 3**

Redundant Buildings

(edged green on the attached building plan(s))

**SCHEDULE 4**

Landlord's Buildings

(edged red on the attached building plan(s))

**SCHEDULE 5**  
**Tenant's Fixtures**

(edged blue on the attached building plan(s))

(Insert details of fixtures and fittings)

The Tenant AGREES to maintain the fixtures and carry out external redecorations at intervals not exceeding five years

**SCHEDULE 6**

[See also Clauses 3.6, 3.7, 3.8 and 4.2]

**Repairs and Insurance**

**Part A**

**Landlord's and Tenant's Liability for Repairs**

1. The Tenant agrees to put into a good state of repair and then well and substantially repair maintain (and where necessary renew or replace) those items (being parts of the Holding) marked in the list below with an 'x' as being the liability of the Tenant
  
2. Any part of the Holding not shown in the list below shall be the liability of the Tenant under this Schedule
  - 2.1 If any item in the list below is not shown to be the liability of either the Landlord or the Tenant then it shall nonetheless be the liability of the Tenant under this Schedule
  
3. In respect of items and parts of the Holding requiring decoration or treatment the Tenant agrees to treat re-decorate or paint the relevant part of the Holding whenever necessary and in any case at intervals of not more than seven years in respect of internal items and at intervals of not more than five years in respect of external items for which the next painting date is XXXXX and all such treatment redecoration or painting shall be carried out using materials of high quality and with workmanship to a high standard

4. The Landlord may give written notice to the Tenant if the Tenant fails to observe the provisions of clauses 1, 2 and 3 of this Schedule and such notice by the Landlord may require the Tenant:-
  - 4.1 To commence the necessary works within three months or in the case of emergency immediately and
  - 4.2 To carry out the necessary works promptly until they are completed
  
5. Upon the Tenant failing to comply with such notice the Landlord shall be permitted to enter and do the work and recover the reasonable costs from the Tenant
  - 5.1 The Tenant agrees with the Landlord in respect of all items and parts of the Holding the responsibility of the Landlord under this Schedule to take all proper precautions to avoid those items or parts of the Holding becoming damaged by negligent deliberate reckless acts of the Tenant or of any person on the Holding with the express or implied permission of the Tenant and further in respect of those items or parts of the Holding forthwith to make a written report to the Landlord in respect of any damage
  - 5.2 For the avoidance of doubt and notwithstanding the terms of clauses **3.7, 4.2 and paragraphs 2.1 to 5.1 inclusive of Schedule 6** the party who insures or who should insure against loss or damage by an Insured Risk shall be responsible for repairing maintaining renewing or replacing in respect of any loss or damage by an Insured Risk unless such insurance money shall be irrecoverable because of some act default or omission of the other party

(a) Repair and maintenance of dwellings

Item	Tenant	Landlord
Roofs including chimneys		X
Exterior walls and main structural timbers		X
Interior walls		X
Ceilings and internal plastering	X	
Ceiling and floor joists		X
Floors		X
Staircases		X
Doors	X	
Windows and skylights	X	
Gutters and downpipes	X	
Sanitary fittings (baths etc)	X	
Electrical installations including fittings		X
Water pipes	X	
Foul drainage systems	X	
Boilers and heating systems	X	
Internal decorations and treatments	X	
External decorations and treatments	X	
Fire detection		X
Security systems	X	

**b) Repair and maintenance of other buildings and fixed equipment**

<b>Item</b>	<b>Tenant</b>	<b>Landlord</b>
Roofs including chimneys		X
Structural frames and walls		X
Cladding and doors		X
Floors		X
Gates	X	
Windows	X	
Staircases and fixed ladders		X
Gutters and downpipes	X	
Electrical installations and fittings		X
Water supplies and fittings	X	
Foul drainage facilities	X	
Fixtures and fittings	X	
External decorations and treatments	X	
Internal decorations and treatments	X	
Timber and other infestations		X

c) **Repair and maintenance of external works and services**

Item	Tenant	Landlord
Rainwater drainage systems – above ground	X	
Rainwater drainage systems - below ground	X	
Foul drainage systems - above ground	X	
Foul drainage systems - below ground	X	
Sewage disposal systems	X	
Slurry systems	X	
Water supply systems - above ground	X	
Water supply systems - below ground	X	
Electrical supply systems		X
Gas supply systems	X	
Garden walls and fences	X	
Yard walls fences and gates	X	
Roads and yards- concrete/ tarmac		X
Roads and yards hardcore		
Labour	X	
Materials		X
Cattle grids	X	
Field gates and posts	X	
Culverts up to 1.0m internal diameter	X	
Culverts over 1.0m diameter and bridges		X
Field drains ditches and associated works	X	
Field boundaries	X	
Watercourses reservoirs ponds and associated systems		X
Signs and notices erected by the landlord		X

Part B

Insurance

<b>“Insured Risks”</b>	<b>Tenant</b>	<b>Landlord</b>
Fire		X
Lightning		X
Storm		X
Tempest		X
Flooding		X
Bursting or overflowing of pipes, cisterns and other apparatus		X
Impact (whether by vehicles or otherwise)	X	
Aircraft (including articles dropped from aircraft)		X
Malicious persons	X	
Riot and civil commotion		X
Explosion		X
Earthquake		X
Damage to any of the property caused by theft, burglary or breaking and entering	X	
Damage caused by trespassers	X	
Third party cover to sum of £10 million minimum	X	

SCHEDULE 7

RIGHTS GRANTED TO THE TENANT

- (a) A right of way over the roads and tracks (if any) coloured brown on the plan



## SCHEDULE 8

### TERMINATION OF THIS AGREEMENT

1. In addition to and without affecting the Landlord's rights of forfeiture under clause 7.2 the Landlord may also give a Notice to Quit and resume possession of all or part or parts of the Holding from time to time by giving notice to the Tenant in accordance with Section 7 of the Act in the following circumstances:-
  - 1.1 After the death of the Tenant
  - 1.2 If the Landlord or a third party shall obtain planning permission or shall have deemed planning permission or deemed consent for non-agricultural use of the Holding or any part
  - 1.3 Upon the Tenant attaining the age of Sixty-five years
  - 1.4 If the Tenant shall become owner or tenant of another holding of farmland of a size equal to or larger than the Holding
  - 1.5 If acting reasonably (and in case of dispute to be settled by an arbitrator) the Landlord considers a Notice to Quit desirable in the interests of good husbandry as respects the land to which the Notice relates, treated as a separate unit or that the carrying out of the purpose is desirable in the interests of sound management of the estate of which the land to which the Notice relates forms part or which that land constitutes or that the carrying out of the purpose is desirable for the purposes of agricultural research education experiment or demonstration or for the purposes of the enactments relating to smallholdings or that the carrying out of the purpose is desirable for the purposes of the enactments relating to allotments or for the purposes of the re-structuring or amalgamations of holdings owned or occupied by the Landlord and the Landlord agrees to pay compensation of two times the rent on the land to which the Notice relates

- 1.6 If acting reasonably (and in the case of dispute such dispute as shall be settled by an arbitrator) the Landlord considers a Notice to Quit desirable or essential to carry out a scheme or schemes to plant trees or woodland subject to a maximum of 10% of the Holding at the time the Notice is served
- 1.7 For the purpose of winning or working or extracting any minerals referred to in Clause 2 (b) whether by underground or surface workings or otherwise
2. If the Landlord exercises its rights under clause 1.2 in this Schedule the Landlord shall pay to the Tenant compensation of five times the current rental applicable to the relevant part of the Holding but the Landlord shall not be obliged to pay compensation if the Landlord shall offer in writing to the Tenant a suitable equivalent area of land or suitable equivalent building (if applicable) in place of that part of the Holding re-possessed or intended to be re-possessed in accordance with clause 1.2
3. In any case of re-possession under this Schedule the Tenant shall be entitled to a pro rata reduction in his rent for the area taken



**THE COMMON SEAL of** )  
**SUFFOLK COUNTY COUNCIL** )  
Was hereunto affixed )  
in the presence of:- )

Authorised Officer

**SIGNED** as a deed by )  
 )  
in the presence of:- )

Witness' signature .....

Name .....

Address .....

.....

.....

Occupation .....