

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names, and addresses, of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office, Companies House number, and the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2018. If the Landlord is an 'overseas entity ID number'</i> <i>c) Where the entity is not a company, the place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities are found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is registered</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. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Holding>>

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<p>Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</p>	
<p>LR5. Prescribed statements etc</p> <p>If this lease includes a statement in accordance with rule LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant (Covenants) Rules 2003.</p> <p>This lease is made under, or by virtue of, provisions of: the Leasehold Reform Act 1967 the Leasehold Reform Act 1985 the Leasehold Reform Act 1988 the Leasehold Reform Act 1996</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement(s) (if completed) from the three options below.</p> <p>NOTE: The information you provide in this section, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</p>	<p>including the commencement date>></p> <p>including the expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p>Specify the total premium, including VAT where payable.</p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the words of the provision.</p>	<p>contains a provision that prohibits or restricts dispositions.</p>

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LR9. Rights of acquisition

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

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

None

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

None

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

None

LR10. Restrictive covenants in the lease by the Landlord other than the Property

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

None

LR11. Easements

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

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

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

None

LR13. Application for planning permission or other restriction

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

N/A

Standard forms of restriction are
Schedule 4 to the Land Register
2003.

LR14. Declaration of trust where more than one person comprises the Tenant

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

If the Tenant is more than 10 days late in paying the Rent, the Landlord may, at its option, complete this clause by omitting or inserting the following alternative statement:

It is more than one person. They are to property on trust for themselves as joint

It is more than one person. They are to hold the Property on trust for themselves as joint tenants in common in equal shares.]

It is more than one person. They are to
Property on trust <<Complete as
>>]

1. Definitions and Interpretations

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

text otherwise requires, the following

<p>‘Act of Insolvency’</p>	<p>means:</p> <p>(a) the Tenant or any guarantor has entered into a compromise or arrangement for the benefit of the Tenant or any guarantor;</p> <p>(b) the Tenant or any guarantor has been appointed an administrator or the administrator has been appointed in relation to the Tenant or any guarantor;</p> <p>(c) the Tenant or any guarantor has intended to appoint an administrator, or has filed prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;</p> <p>(d) the Tenant or any guarantor has appointed a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;</p> <p>(e) the Tenant or any guarantor has entered into a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;</p> <p>(f) the Tenant or any guarantor has been ordered for a winding-up order or a winding-up order has been made in relation to the Tenant or any guarantor;</p> <p>(g) the Tenant or any guarantor has been removed from the Register of Companies.</p>	<p>up-in connection with any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;</p> <p>ation for an administration order or the appointment of an administrator in relation to the Tenant or any guarantor;</p> <p>intention to appoint an administrator, or the filing of prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;</p> <p>ceiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;</p> <p>voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;</p> <p>for a winding-up order or a winding-up order has been made in relation to the Tenant or any guarantor;</p> <p>ant or any guarantor from the Register of Companies.</p>
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	<p>the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>or any guarantor otherwise ceasing to exist (but not where the Tenant or any guarantor dies); or</p> <p>the making of an application for a bankruptcy order, the making of a petition for a bankruptcy order or the making of an order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and in relation to a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>These provisions shall include any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’	<p>>> per year exclusive of VAT as reviewed under Clause 10.1.</p>
‘APHA’	<p>the Animal and Plant Health Agency and anybody from time to time performing a similar role;</p>
‘ATA 1995’	<p>the Agricultural Tenancies Act 1995;</p>
‘Rural Payments Agency’	<p>the Rural Payments Agency(previously known as the Basic Payments Agency) responsible for the administration of the delinked Basic Payment in England and any other body performing similar functions from time to time;</p>
‘Break Date’	<p>the Break Date is at least 12 months after service of the Break Notice.</p>
‘Break Notice’	<p>the Break Notice is a notice to terminate this Lease on the Break Date and the Break Date;</p>
‘Conduits’	<p>the Conduits are for the supply or removal of water, sewage, electricity or other utilities;</p>
‘Cross Compliance Conditions’	<p>the Cross Compliance Conditions are the management requirements and the standards for the good agricultural and environmental condition of land listed in EU Regulation 1306/2013 and all associated legislation and guidance;</p>
‘Defra’	<p>the Department for Environment, Food and Rural Affairs and any other government department;</p>
‘Entitlements’	<p>the Entitlements are the payments under the Rural Payments Agency and the Basic Payment [details of which are set out below:</p>

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	: << >>
	nts: << >>
	ency region: << >>];
‘Greening Payment’	ayment established by EU Regulation 1307/2013 for greening agricultural practices beneficial for the environment and any similar replacement payment established under domestic legislation;
‘Holding’	described in paragraph LR4 at the beginning of this Number: << >>
	<< >>;
‘Independent Expert’	ent expert agreed by the Landlord and Tenant or in t nominated by the President for the time being of the Chartered Surveyors at the written request of the ant;
‘Insured Risks’	fire, lightning, explosion, storm, flood, subsidence, earthquake, burst or overflowing water pipes, tanks or by aircraft or other aerial devices and any articles n, impact by vehicles, riot, civil commotion and o the extent, in each case, that cover is generally commercial terms in the UK insurance market at the s taken out, and any other risks which the Landlord s from time to time, subject in all cases to any s and exclusions imposed by the insurers;
‘Interest’	e rate of <<rate of interest on outstanding payments per year above the base rate for the time being of or (if base rate or that bank ceases to exist) a nt rate notified by the Landlord to the Tenant;
‘Landlord’	entitled to the immediate reversion to this Lease;
‘Landlord’s Neighbouring Property’	by the Landlord near to the Holding [shown edged ched to this Lease];
‘Permanent Grassland’	grow grasses or other herbaceous forage that has crop rotation for the last five years as defined in EU /2013;
‘Permitted Use’	holding for agricultural purposes only;

‘Rent’	means all	y this Lease;
‘Rent Commencement Date’	means <<	t to be paid>>;
‘Rent Days’	means [2	eptember and 25 December] in each year;
‘Review Date’	means <<	ears <<years>>];
‘Rural Payments Service’	means the	al Payments Agency applications and linked payments
‘RICS’	means the	rted Surveyors;
‘Schedule of Condition’	means the	f any) attached to this Lease;
‘Tenant’	includes s	signs;
‘Term’	means the	aph LR6 at the beginning of this Lease and any s continuation of it or period of holding over;
‘Title Matters’	means the	in the following documents: <<insert list of do landlord's title to the Holding, e.g. wayleaves nmental schemes>>;
‘VAT’	means va	e under the Value Added Tax Act 1994 and any s ditional tax.

- 1.2 Unless the context requires otherwise, a reference in this Agreement to:
- 1.2.1 “writing” or “written” means any writing, whether or not email;
 - 1.2.2 a “working day” means any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;
 - 1.2.3 a statute or statutory provision as it applies at the relevant time; there is a reference to that statute or provision as it applies at the relevant time;
 - 1.2.4 “this Agreement” means this Agreement and each of the Schedules attached to this Agreement at the relevant time;
 - 1.2.5 a Schedule means a Schedule to this Agreement; and
 - 1.2.6 a clause or paragraph means a clause or paragraph of this Agreement (other than the Schedules) or a clause or paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body (including a partnership having separate legal personality);
 - 1.3.2 words importing the singular include the plural and vice versa;
 - 1.3.3 words importing the masculine gender include any other gender;

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1.3.4 to more than one person are owed by or to them

1.3.5 of the Term include any sooner determination of
an by effluxion of time;

1.3.6 Tenant not to do an act or thing includes an
t or suffer such act or thing to be done;

1.3.7 neglect or default of the Tenant include the act,
any occupier of the Holding and their respective

1.3.8 to not form part of this Lease and are not to be
s construction or interpretation; and

1.3.9 lease include any document supplemental or
ed into pursuant to its terms.

1.4 The are for convenience only and shall not affect
its int

2. Demise and

2.1 The holding to the Tenant for the term specified in
ning of this Lease together with (insofar as the
the rights set out in the First Schedule, excepting
of the Landlord's Neighbouring Property the rights
e, and subject to the Title Matters.

2.2 The

2.2.1 equal payments in advance by bankers' standing
it if the Landlord so requires) on the Rent Days,
e made on the date of this Lease for the period
t Commencement Date and ending on the day
ay;

2.2.2 from the Tenant to the Landlord under this Lease;

2.2.3 er this Lease.

3. Tenant's Co

3.1 The e Landlord:

3.1.1 times and in the manner stated without any legal
set-off or counterclaim unless required by law.

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

3.1.3 ne Landlord against all existing and future rates,
and financial impositions charged on the Holding

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

- 3.1.4 es, charges, and financial impositions are payable
 together with other property, to pay a fair
 rent payable.
- 3.1.5 e Landlord against all charges incurred relating to
 and surface water drainage, electricity, oil,
 telecommunications, internet, data communications
 or utilities supplied to the Holding (including all
 meter rents) or a fair proportion of the costs where
 is shared with any other property and is not
- 3.1.6 ating relief because it has been allowed during the
 make good that loss to the Landlord on demand.
- 3.1.7 ean and tidy and clear of rubbish and to keep all
 fences, hedges, field walls, stiles, gates, cattle
 , ponds, watercourses, sluices, ditches, roads and
 substantial repair and condition [but the Tenant need
 any better state of repair than it was in at the date
 nced by the Schedule of Condition].
- 3.1.8 :
- olding to the Landlord in the repair and condition
 s Lease;
- he Holding the Tenant's livestock, equipment,
 sonal possessions; and
- y, straw, roots and green crops then remaining
 and all unused manure and compost properly
 e convenient place on the Holding.
- 3.1.9 he Term, any of the Tenant's possessions remain
 he Tenant fails to remove them within <<e.g. 7
 uested in writing by the Landlord to do so:
- may as the agent of the Tenant sell the
- ust indemnify the Landlord against any liability
 o any third party whose possessions have been
 dlord in the mistaken belief that the possessions
 e Tenant; and
- must pay to the Tenant the sale proceeds after
 costs of transportation, storage and sale incurred
 l.
- 3.1.1 at all reasonable times on reasonable prior notice
 to enter and inspect the Holding and:
- or its agents gives to the Tenant (or leaves on the
 of any repairs or maintenance which the Tenant
 arry out or of any other failure by the Tenant to
 obligations under this Lease, to repair the Holding
 such failure in accordance with the notice within
 months from the date of the notice (or sooner if

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does not comply with clause 3.1.10 a), to permit the Tenant to enter the Holding and carry out the works at the expense and to pay to the Landlord on demand (as a contractual debt) the proper expenses of such works (including all legal costs and other fees).

3.1.1

shall be entitled to exercise any right to enter the Holding to do so, to employ contractors, agents and professional advisors, and to do so at any reasonable time (whether or not during usual business hours) except in the case of an emergency after having given notice (which need not be in writing) to the Tenant.

3.1.1

shall be liable on demand on an indemnity basis all costs, charges and other expenses (including legal costs and other expenses properly incurred by the Landlord (or which otherwise would be incurred by the Landlord) in connection with or in contemplation of the exercise of the rights conferred by this clause;

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shall be bound by all the covenants of this Lease;

shall be bound by the Tenant's obligations in this Lease, including the obligation to give notice and service of a notice under section 146 of the Law of Property Act 1925;

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shall be bound by the Tenant for consent under this Lease, and shall not apply for consent, or application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;

shall be bound to give notice and service of a schedule of dilapidations served within six months after the end of the Term.

3.1.1

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shall be permitted to use the Holding only for the Permitted Use and to farm all or part of the Holding for the purposes of a trade or business carried on by the Tenant during the Term in compliance with section 1(2) of the ATA

shall cultivate the Holding in compliance with the Cross Compliance conditions, the requirements for full Greening and otherwise in accordance with the rules of good agricultural practice set out in the Agriculture Act 1947, the terms of this Lease and industry standards set out in the Defra codes of practice and to keep the Holding in good heart and good order;

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shall not use the Holding for any purpose or in any manner that causes or is likely to cause loss, damage, injury, nuisance or inconvenience to any other tenants of the Landlord or any owner or occupier of neighbouring property;

shall not allow caravans, campers or travellers onto the Holding or display any advertisements or signs at the Holding;

shall not sell any grass or other agricultural produce without the Landlord's prior written consent to sell any grass or other agricultural produce;

shall not keep or plant any genetically modified crops;

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

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Landlord's prior written consent to take any part out of agricultural use but the Tenant shall not without the Landlord's consent to the designation of any areas on the Holding that are required to receive payment;

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

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Landlord's prior written consent to take any practicable steps to preserve and prevent the destruction of any wildfowl and other wild birds listed in Schedule 2 to the Wildlife and Countryside Act 1981 and all deer and fish at the

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Landlord's prior written consent to remove any vegetation at the Holding except in compliance with any applicable laws and with the Cross Compliance

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

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

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

Landlord of any practicable and reasonable steps to keep the Holding free from infestation by insects and other pests and free from mole-heaps, mole-holes, rabbits, rats and other

Landlord immediately if the Tenant finds growing on the Holding any injurious weeds specified in the Weeds Act 1959, any plant of Schedule 9 of the Wildlife and Countryside Act 1981, Japanese Knotweed, or the Ragwort Control Act 2001 and to take all reasonable endeavours to remove them;

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

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

Landlord on request to the Landlord a record of all fertilisers (including fertilisers and other evidence) of all fertilisers applied to the Holding including a record of what provision has been or is

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for the return to the Holding of the full equivalent value of all crops, forage or other produce sold off or otherwise from the Holding;

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

for the return to the Holding of the full equivalent value of all crops, forage or other produce sold off or otherwise from the Holding;

3.1.1 The Tenant shall be responsible for:

any alteration or addition to the Holding [except that the Tenant may erect temporary livestock handling equipment] and for the maintenance, repair, improvement or alteration of any fences, hedges, gates, ditches or other structures forming the boundaries of the Holding; and

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

3.1.1 The Tenant shall be responsible for the following obligations in respect of the Holding:

to comply with all laws relating to the Holding or to the Tenant's occupation of the Holding;

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

to obtain all necessary licences and consents for the discharge of effluent from the Holding and to provide copies to the Landlord on request;

to comply with the terms of any water abstraction licence in place in respect of the Holding;

to obtain and comply with any planning permission for the Holding or any part of the Holding;

to obtain and comply with any planning permissions relating to or affecting the Holding and

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

3.1.1 The Tenant shall be responsible for the acquisition of any rights or easements to be acquired over the Holding. If the Tenant acquires any such right or easement:

the Tenant shall notify the Landlord; and

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

3.1.1 on:

Holding on trust for another;

another to occupy the whole or any part of the

h or share the possession or occupation of the
part of the Holding;

he whole or any part of the Holding;

he whole or any part of the Holding; and

the whole or any part of the Holding;

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

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

3.1.1 during the last three months of the Term to enter
keep on any suitable part of the Holding a notice
and to allow potential tenants and buyers to view
able times (accompanied by the Landlord or its

3.1.1 ce:

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

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

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

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

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

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

3.1.2 blished, under or in connection with this Lease, to
ny other person any sum by way of a refund or
mount equal to any VAT incurred on that sum by

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person, except to the extent that the Landlord or credit for such VAT under the Value Added Tax Act

3.1.2 indemnify the Landlord against all liabilities, expenses, costs and losses suffered or incurred by the Landlord in connection with:

(a) the Tenant's covenants in this Lease;

(b) the commission of the Tenant or any other person on the Holding of the Tenant's actual or implied authority; or

(c) the presence of any livestock from the Holding.

3.1.2 The Landlord shall pay to the Tenant a fair proportion (to be determined by agreement or, failing agreement, by arbitration) of the costs, fees and expenses properly incurred by the Tenant in repairing, replacing, maintaining, cleansing and painting any Conduits, structures or other items capable of being used by the Holding in common with the Landlord, and to comply with any reasonable regulations made by the Local Authority from time to time in connection with the use of such

3.1.2 The Landlord shall apply to compulsory registration at the Land Registry, on or before the date of this Lease to apply to the Land Registry for the registration of the Lease and once the registration has been completed to deliver to the Tenant the relevant titles to the Landlord.

3.1.2 The Landlord shall deliver to the Landlord the original of this Lease and all documents as the Landlord reasonably requires to close the Lease and to remove entries in relation to it noted against the relevant title.

3.1.2 The Landlord shall, if any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure the execution of a deed of assignment acceptable to the Landlord enters into a deed of assignment with the Landlord in the same terms as the original guarantor.

4. Landlord's

The Landlord shall, subject to the Tenant paying the rents and other sums due under this Lease, to permit the Tenant to have possession of the Holding without any interruption by the Landlord or any other person or in trust for the Landlord except as otherwise permitted by the terms of this Lease.

5. Rural Payments

5.1 The Landlord shall make such arrangements to the Tenant for the Term.

5.2 The Landlord shall confirm that they are registered on the Rural Payments Scheme.

5.3 As soon as possible after the grant of this Lease, the Landlord shall apply to the Rural Payments Agency for the registration of the Lease of the Entitlements with the Rural Payments Agency.

5.4 The Landlord shall take all necessary steps for the lease of the Entitlements as soon as possible and no later than the next business day after the grant of this Lease.

5.5 The Tenant shall be an active farmer for the purposes of the Rural Payments Scheme.

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with the Cross Compliance Conditions, the Payment and the requirements for full payment in respect of the Holding for the remainder of the end of the Term.

6. **Farm Business Tenancy**

The Landlord and Tenant agree that each has received from the other a Notice under section 19(1) of the Landlord and Tenant Act 1954 and confirm that the tenancy created by this Lease is intended to be a farm business tenancy.

7. **Provisos and Conditions**

7.1 The premises shall be let to the Tenant on the following terms and conditions:

7.1.1 The rent shall be payable in advance of the day on which it becomes due (whether formally demanded or not).

7.1.2 The Tenant shall be bound by the terms of this Lease; [or]

7.1.3 The Tenant shall be bound by the terms of the covenants and conditions of the tenancy; or

7.1.4 The Tenant shall be bound by the terms of the covenants and conditions of the tenancy.

the Landlord shall have the right to enter the Holding (or any part of them) at any time after the termination of this Lease and to carry out any repairs or improvements which may be necessary or desirable and to use the Holding for any purpose which may be necessary or desirable for the purpose of the carrying out of such repairs or improvements.

7.2 Nothing in this Lease shall release the Tenant from the obligation to observe and comply with any covenants, rights or conditions to which the Holding is subject.

7.3 The Tenant acknowledges that no person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Lease.

7.4 The Tenant acknowledges that nothing in this Lease constitutes or shall constitute a warranty that the Holding may lawfully be used for any purpose other than that specified in this Lease.

7.5 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation or warranty made by or on behalf of the Landlord.

8. **Notices**

8.1 Any notice given in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 8.2 or to any other address specified by the recipient as its address for service of notices for the purpose of this clause 8.

8.2 A notice shall be deemed to have been served on the recipient if it is delivered to the recipient at its registered office; and

8.2.1 if the recipient is a limited liability partnership registered in the United Kingdom, it shall be deemed to have been served at its registered office; and

8.2.2 if the recipient is a company, it shall be deemed to have been served at the party's principal place of business or at its registered office.

8.3 Any notice shall be deemed to have been served on the second working day after the date of delivery by post or special delivery or at the time of delivery by post or special delivery or left at the recipient's address if delivered to or left at the recipient's address.

8.4 Section 7 of the Landlord and Tenant (Covenants) Act 1995 shall otherwise apply to notices given by the Landlord to the Tenant.

9. **[Termination]**

9.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving notice to the Tenant in writing.

- servi Tenant.
- 9.2 The L this Lease at any time after the death of the Tenant (or w surviving Tenant) by serving a Break Notice on the Tena
- 9.3 If the clause 9, this will not affect the rights of any party for an gation in this Lease.
- 9.4 The L the Tenant all payments of Rent that relate to a perio of this Lease.}]
10. **[Termination]**
- 10.1 The T this Lease at any time [after <<insert date>>] by servi Landlord.
- 10.2 This ate following a notice given by the Tenant if the Tena ent due up to the date of determination and gives up po and leaves behind no continuing underleases.
- 10.3 If the cause 10, this will not affect the rights of any party for an gation in this Lease.
- 10.4 The L the Tenant all payments of Rent that relate to a perio of this Lease.}]
11. **[Guarantor]**
- 11.1 The C
- 11.1. ndlord that the Tenant will comply with all the this Lease. If the Tenant defaults, the Guarantor and comply with those obligations;
- 11.1. ndlord as primary obligor, and separate to the 11.1 above, to indemnify the Landlord against all es and expenses caused to the Landlord by the the rents or comply with the Tenant's covenants supplemental documents to this Lease); and
- 11.1. Landlord as primary obligor to indemnify the es, costs, damages and expenses caused to the ant proposing or entering into any company , scheme of arrangement or other scheme having he effect of impairing, compromising or releasing ions of the Guarantor in this clause 11.
- 11.2 If the e discretion notifies the Guarantor within three mont disclaimer or forfeiture of this Lease or the Tenant being of companies, the Guarantor must, within ten work s option either:
- 11.2. a cost (including payment of the Landlord's costs) ease of the Holding:
- ng and taking effect on the date of the disclaimer this Lease or the Tenant being struck off the panies and ending on the date when this Lease ded if the disclaimer, forfeiture or striking-off had

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

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

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

the same terms and conditions as this Lease; or

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

11.3 If cla under Guarantor must pay the Landlord's costs (on a full in respect of the grant of the lease.

11.4 If cla relea will n on receipt of the payment in full, the Landlord must s future obligations under this clause 11 (but that ghts in relation to any prior breaches).

11.5 The C ot be reduced or discharged by:

a) son to enforce in full, or any delay in enforcement or any concession allowed to the Tenant or any

b) g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;

c) ndlord to accept any rent or other payment due

d) ease (except that a surrender of part will end the ility in respect of the surrendered part);

e) ounterclaim that the Tenant or the Guarantor may

f) disability or change in the constitution or status of nt or of any other person who is liable, or of the

g) merger by any party with any other person, any quisition of the whole or any part of the assets or ty by any other person;

h) rrence in relation to the Guarantor of an Act of

i) n a release by the Landlord by deed.

11.6 The C of the Tena in competition with the Landlord in the insolvency ke any security, indemnity or guarantee from the nt's obligations under this Lease.

- 11.7 The Guarantor is released from its future obligations under this Lease at the end of the term of the Lease.
- a) this Lease expires;
 - b) the Guarantor is released from the tenant covenants under this Lease in accordance with the Landlord and Tenant (Covenants) Act 1995; or
 - c) the Guarantor releases the Guarantor in accordance with clause 11.7.
12. **Dispute Resolution**
- 12.1 Any dispute arising out of or in connection with this Lease that is not required under the ATA 1995 to be determined by an Independent Expert.
- 12.2 The Landlord and the Tenant shall:
- 12.2.1 endeavour to resolve the dispute by making written submissions;
 - 12.2.2 endeavour to resolve the dispute by making counter submissions;
 - 12.2.3 refer the dispute to the Independent Expert for his decisions, which will be binding on the Landlord and the Tenant in the shares and in the manner determined by a decision, in equal shares).
13. **Applicable Law**
- 13.1 This Lease shall be governed by the law of England and Wales.
- 13.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 13.3 Any order of the courts of England and Wales made in relation to this Lease, including in relation to any non-contractual obligations, shall be enforceable in the courts of England and Wales.

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative co

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

OR (execution cla

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

Signature:

Signature of witness

Name (in BLOCK C

Address _____

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

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Rights Granted to the Tenant

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

2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* apply to this Lease.

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Rights Reserved to the Landlord

1. The right to use any Conduits on the Holding which are in existence at the date of the Lease and any installed or constructed during the Term and the right to lay, alter, repair, maintain, remove and inspect any Conduits, roads or fences benefitting the Holding or any part of the Holding or any other Property.
2. The right to use any rights of way across the Holding.
3. The right to do anything that the Landlord is expressly entitled or required to do for any other reasonable purposes in connection with this Lease and the Landlord must:
 - a) give the Tenant notice (except in the case of emergency, when such notice as may be reasonably practicable);
 - b) cause the works to be done as reasonably practicable; and
 - c) repair the Holding so that the Landlord causes as soon as reasonably practicable.
4. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining land (or to permit others to do so) as the Landlord in its absolute discretion sees fit, provided that these works interfere with the flow of light and air to the Holding.
5. The right, when necessary, to place scaffolding and other plant and equipment onto the Holding and to place anything on the Holding in exercising the Landlord's rights under this Lease.
6. The right to use any part of the Holding for any purpose whatsoever and without imposing any restrictions or conditions on the use of the Holding or neighbouring premises any restrictions or conditions on the use of the Holding or neighbouring premises upon the Tenant.
7. The right to do anything that the Landlord is entitled to do under any leave agreement, easement, contract or licence affecting the Holding with the consent of the grantee and the right to allow agents of the grantee to enter the Holding with any tools and machinery to carry out works on the Holding, which may be required under those agreements and to make any other payments due under any current or future contract or licence relating to the Holding.
8. The right to do anything that the Landlord is entitled to do under any agreement of the Holding into an agri-environmental scheme and the Tenant must co-operate with the Landlord's reasonable requirements, including the provision of consent and entry into the scheme.
9. The exclusive right to excavate for and remove any archaeological artefacts discovered on the Holding.
10. The right to do anything that the Landlord is entitled to do under any water course on or under the Holding.
11. The right to do anything that the Landlord is entitled to do under any game law and other wild birds and the exclusive right to shoot, kill and take them away and the exclusive right to do anything that the Landlord is entitled to do under any game law on or over the holding.

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

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Rent Review Provisions

[There will be no Rent Review during the Term and Part II of the ATA 1995 will not apply]

Rent during the Term and Part II of the ATA 1995

OR

[The Annual Rent Review will be in accordance with the statutory rent review provisions contained in Part II of the ATA 1995]

the statutory rent review provisions contained in

OR

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

on each Review Date but otherwise in accordance with the statutory rent review provisions contained in Part II of the ATA 1995.]

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