

Dated _____ 20

(Landlord Here)

-and-

(Tenant Here)

Farm Business Tenancy for Bare Land
(with optional buildings clauses)

approved by the
Lincolnshire Association of Agricultural Valuers (LAAV)

For the occupation of Agricultural Land in England only

relating to land known as

[]

Area: [] Acres
[] Hectares

Initial rent £ per year

© LAAV

c/o Hon Secretary, Oxley House, Oxley House, Lincoln Way Louth LN11 0LS

(Revised May 2023)

PARTICULARS AND DEFINITIONS

Date of Agreement :

The Landlord : of

The Tenant : of

Commencement Date :

Term : **OPTION A: ANNUAL PERIODIC FROM THE BEGINNING**
From the Commencement Date from year to year.

OPTION B: FIXED TERM OF 2 YEARS OR LESS
The period from and including the Commencement Date to and including [].

OPTION C: FIXED TERM OF MORE THAN 2 YEARS AND NOT MORE THAN 7 YEARS
The period from and including the Commencement Date to and including [].

The Holding : ALL THE land situated at [village / parish / town] in the county of [Lincolnshire] known as [short description] more particularly described below in the Schedule of Field Numbers & Areas] [and shown on the plan annexed and edged [red].



Schedule of Field Numbers & Areas				
Parish / Sheet No.	Field Number [RLR/OS]	Description	Area (Acres)	Area (Hectares)
		Total Area		

Permitted Use : Use of the Holding for agricultural purposes only.

Prescribed Rate : The rate of statutory interest set from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Rent : **OPTION A: RENT PAYABLE IN ADVANCE:**
£[AMOUNT] per year plus VAT (as applicable) payable in advance in equal instalments on the Rent Days and then as revised in accordance with the Rent Review Provisions]

OPTION B: RENT PAYABLE IN ARREARS:
£[AMOUNT] per year plus VAT (as applicable) payable in arrears in equal instalments on the Rent Days and then as revised in accordance with the Rent Review Provisions]

and the first instalment of rent calculated from the Commencement Date shall be £[AMOUNT] payable on [DATE].

Rent Days : [DATE] and [DATE] in each year.

Rent Review Provisions : **OPTION A: STATUTORY DEFAULT POSITION**
[The Rent shall be subject to the statutory rent review provisions contained in Part II of the ATA 1995.]OR

OPTION B: NO RENT REVIEW
[There shall be no review of the Rent during the Term and Part II of the 1995 Act does not apply.]OR

OPTION C: FIXED AMOUNTS
[The Rent shall be revised as follows:
(a) £[AMOUNT] per annum with effect from and including [DATE] until [DATE];
(b) £[AMOUNT] per annum with effect from and including [DATE] until the end of the Term.] OR

OPTION D: SPECIFIED FIRST REVIEW DATE THEN EQUAL RENT REVIEW PERIODS
[The Rent shall be subject to the statutory rent review provisions contained in Part II of the ATA 1995 except that the first date upon which the Rent may be reviewed is [DATE] and thereafter the Rent may be reviewed at the end of the period of [three] years beginning with the latest of any of the following dates—
(i) any date as from which there took effect a previous direction of an arbitrator as to the amount of the rent,
(ii) any date as from which there took effect a previous determination as to the amount of the rent made, otherwise than as arbitrator, by a person appointed under an agreement between the landlord and the tenant, and



(iii) any date as from which there took effect a previous agreement in writing between the Landlord and the Tenant, entered into since the grant of the tenancy, as to the amount of the rent.]

SPECIAL PROVISIONS

Early Entry : Following clearance of the Tenant's crop from the Holding the Landlord or such persons authorised by him will be permitted access to the Holding before the termination of the Tenancy for the purpose of carrying out cultivations and subject to any reasonable limitations or restrictions specified by the Tenant. In the instance of such early entry the Tenant retains possession of the Holding and the Landlord or such persons authorised by him enters as licensee only and agrees to comply with the Tenant's reasonable requirements and the Landlord shall indemnify the Tenant from the consequences of any breach of such requirements.

Holdover : At the end of the Term the Landlord shall permit the Tenant free of charge to enter on the Holding in a good husbandlike manner during a holdover period of [no] months to harvest and remove any crop in the ground.

Game Damage : The reference to sub-clauses in the compensation provisions at the end of Clause 2 shall be amended to include reference to sub-clause 2(e).

Short Notice Provisions : If the Term is for an initial fixed term of two years or less then the Landlord need only give the Tenant not less than the period of [no] months written notice for the purposes set of in clause 2 of the Fourth Schedule and also for the purposes of [].

Spreading of Waste : Clause 16 (a) is amended so as to allow the Tenant to spread [manure and digestate] on the Holding so long as it is applied in accordance with and compliant with all prevailing regulations protocols rules (including but not limited to the NVZ rules and the Farming Rules for Water) and guidance issued by DEFRA or the Environment Agency or any other competent body

Genetically modified plants : Clause 23 is amended so as to allow [] crops to be grown on the Holding

Environment Land Management Scheme (existing) : The Holding is entered into [] Scheme ("the Scheme")

The Tenant covenants with the Landlord to:

- (a) observe and comply with the terms and conditions of the Scheme, and will indemnify the Landlord and keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach by the Tenant its employees, agents or contractors of any terms or conditions of the Scheme;
- (b) use best endeavours to promptly take over the obligations of the Landlord or it's outgoing tenant under the Scheme including but not limited to completing transfer forms in the relevant periods, and will keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of this requirement by the Tenant its employees, agents or contractors except where the breach arises from an act or omission of the Landlord or the Landlord's outgoing tenant;
- (c) do everything required as successor to the Scheme to ensure that payments under the Scheme made to the Landlord or its outgoing tenant are not repayable to the relevant government body that administers the Scheme;
- (d) at the end of the Term use best endeavours to promptly transfer the Scheme to the Landlord or it's incoming tenant including but not limited to completing transfer forms in the relevant periods, and will keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of this requirement by the Tenant its employees, agents or contractors except where the breach arises from an act or omission of the Landlord or the Landlord's incoming tenant;



The Landlord covenants with the Tenant that

- (e) at the end of the Term to require the incoming tenant to enter into the Scheme including but not limited to completing transfer forms in the relevant periods and the Landlord will keep the Tenant indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of this requirement except where the breach arises from an act or omission of the Tenant;

The Landlord and the Tenant agree with each other that:

- (f) Payments under the Scheme for the final year of the Term will be apportioned between the Landlord and the Tenant on a just and reasonable basis and any dispute arising shall be determined by Arbitration
- (g) At the end of the Term the Tenant will hand over to the Landlord all relevant records and documents relating to the Scheme

Environment Land Management Scheme (new)

The Landlord provides consent to the Tenant entering the Holding into [] Scheme ("the New Scheme") upon the following terms and conditions:

The Tenant covenants with the Landlord to

- (a) observe and comply with the terms and conditions of the New Scheme, and will indemnify the Landlord and keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach by the Tenant its employees, agents or contractors of any terms or conditions of the New Scheme; and will keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the rules of the New Scheme by the Tenant its employees, agents or contractors except where the breach arises from an act or omission of the Landlord or the Landlord's incoming tenant; and
- (c) at the end of the Term use best endeavours to promptly transfer the New Scheme to the Landlord or it's incoming tenant including but not limited to completing transfer forms in the relevant periods, and will keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of this requirement by the Tenant its employees, agents or contractors except where the breach arises from an act or omission of the Landlord or the Landlord's incoming tenant;

The Landlord covenants with the Tenant that at the end of the Term to

- (d) require the incoming tenant to enter into the New Scheme including but not limited to

completing transfer forms in the relevant periods and the Landlord will keep the Tenant indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of this requirement except where the breach arises from an act or omission of the Tenant;

- (e) will do everything reasonably required to ensure that payments under the New Scheme made to the Landlord or incoming tenant after the termination of the Term are not repayable to the relevant government body that administers the New Scheme.

The Landlord and the Tenant agree with each other that:

- (f) Payments under the New Scheme for the final year of the Term will be apportioned between the Landlord and the Tenant on a just and reasonable basis and any dispute arising shall be determined by Arbitration
- (g) At the end of the Term the Tenant will hand over to the Landlord all relevant records and documents relating to the New Scheme

Carbon Trading

The Landlord provides or consent to the Tenant entering the Holding into the [] Scheme ("the Carbon Capture Scheme") upon the following terms and conditions:

The Tenant covenants with the Landlord to observe and comply with the terms and conditions of the Carbon Capture Scheme, and will indemnify the Landlord and keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach by the Tenant its employees, agents or contractors of any terms or conditions of the Carbon Capture Scheme; and will keep the Landlord indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the rules of the Carbon Capture Scheme by the Tenant its employees, agents or contractors except where the breach arises from an act or omission of the Landlord.

THIS LEASE is made on the Date of Agreement

Between the Landlord (1) and the Tenant (2)

WHEREBY IT IS AGREED as follows:-

1. The definitions and provisions in the Particulars and Definitions and the Schedules shall apply to this Lease and in the instance of conflict between the Special Provisions and the general provisions contained in this Lease the Special Provisions shall override and take precedence. If any clause has a provision for deletion and the clause is left as originally drawn with no deletion the words which appear first in brackets shall be dominant.
2. The LANDLORD lets and the TENANT agrees to take the Holding EXCEPT AND RESERVING UNTO THE LANDLORD
 - (a) All mines, minerals, quarries, stones, sand, gravel and chalk, and all timber and other trees (including dead, dying and decaying) pollards saplings and underwood with liberty to work (including letting down the surface), fell, remove and replant the same;
 - (b) All springs of water with the right to take water from any source of supply by means of pipes across the Holding;
 - (c) The benefit of all existing and the right to grant any wayleave contract easement or licence for all reasonable purposes to any person or company;
 - (d) The right to use all existing ways across the Holding to and from other property of the Landlord;
 - (e) All game (including hares and rabbits subject to the Tenant's concurrent rights to kill and take the same under the Ground Games Acts 1880 and 1906) and all fish and deer together with the exclusive right for the Landlord and all persons authorised by them to go upon the Holding to rear preserve kill and take away the same and to shoot hunt and fish on or over the Holding;
 - (f) The right to erect and maintain on the Holding notices to sell or let the Holding or any part thereof with a right for interested parties to view;
 - (g) The right to enter the Holding to remedy any breaches of this Lease by the Tenant and to recover the cost of remedying from the Tenant;
 - (h) All rights to carbon in the soil on the Holding, except to the extent that such rights interfere with the Permitted Use.

PROVIDED that the Landlord shall pay to the Tenant reasonable compensation for any damage or loss caused by the exercise of the powers hereinafter conferred to under clauses 2 (a) (b) (c) (d) and (h) above.

TO HOLD the same unto the Tenant (but subject to earlier termination in accordance with the terms of this Lease) for the Term at the Rent.

3. The TENANT for themselves, their executors, administrators, and assigns, hereby agrees with the Landlord to perform and observe the stipulations and provisions contained in the First Schedule.
4. The LANDLORD for themselves and their successors in title hereby agrees with the Tenant to perform and observe the stipulations and provisions contained in the Second Schedule.
5. Both the Landlord and the Tenant have the rights referred to in the First and Second Schedules and the same shall be enforceable against each other as therein mentioned.
6. The Landlord may re-enter the Holding (or any part of the Holding in the name of the whole) at any time after any of the following occurs:
 - a. any rent is unpaid 28 days after becoming payable whether it has been formally demanded or not;
 - b. any breach of any condition of, or tenant covenant in, this Lease;
 - c. an Act of Insolvency; or
 - d. the death of the Tenant.

If the Landlord re-enters the Holding (or any part of the Holding in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

7. The Rent and all other amounts due under this Lease shall be paid by the Tenant (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
8. (a) Any claim, question or difference which shall arise between the Landlord and the Tenant under the provisions hereof, not involving delay or failure by the Tenant to pay money due to the Landlord hereunder shall be determined, in default of agreement, by arbitration.
(b) Any arbitrator appointed hereunder shall be appointed in accordance with the Third Schedule.
9. Each party shall bear their own costs in the preparation approval and completion of this Lease. The Tenant shall be responsible for any Stamp Duty Land Tax payable.
10. Local custom shall not be taken into account in respect of the Holding.
11. The provisions of the Fourth Schedule shall apply in respect of termination.
12. The Rent shall be subject to review in accordance with the Rent Review Provisions specified in the Particulars and Definitions and if none are specified then Part 2 of the 1995 Act shall apply.

THE FIRST SCHEDULE OBLIGATIONS OF TENANT

1. (a) Where there is an Outgoing Tenant:-
To pay to the Landlord if demanded the sum paid, payable or to become payable by the Landlord to the outgoing tenant as compensation for tenant's Routine Improvements but if the 1995 Act shall not apply then to pay to the Landlord if demanded the sum paid, payable, or to become payable by the Landlord to the outgoing tenant under the Agricultural Holdings Act 1986 (if applicable) as compensation for the unexhausted value of lime and fertilizer, manures and other tenantright (other than any sum or sums agreed to be paid or awarded to the outgoing Tenant in respect of compensation for disturbance).
- (b) Where the Landlord is their self in occupation of the Holding at the commencement of the tenancy:-
To pay to the Landlord if demanded such sum as the Landlord would be liable to pay to an outgoing Tenant under Part 3 of the 1995 Act but only in respect of Routine Improvements it being assumed for the purposes of this clause that consent for any Routine Improvement would have been given by the Landlord or by the Arbitrator as the case may be pursuant to Section 19 of the 1995 Act.
2. To pay the Rent, as may be varied from time to time in accordance with this Lease without deduction or set-off on or before the Rent Days for the period commencing from the Commencement Date.
3. To pay all rates, including drainage rates (if applicable) and water or other licence charges, taxes and assessments whatsoever which may become payable in respect of the Holding.
4. Not to assign, under-let, charge or part with the possession or share possession or occupation of the Holding or any part thereof or enter into any partnership, share-farming agreement, contract-farming agreement, management agreement or any shared occupation agreement affecting the Holding, or grant any right or licence over the Holding in favour of any other person or allow any other persons to enjoy the use or benefit of the Holding.
5. To use the Holding for the Permitted Use only and farm the Holding for the purposes of a trade or business only throughout the Term in compliance with section 1(2) of the 1995 Act .
6. To cultivate the Holding according to the rules or good husbandry (as defined in section 11 of the Agriculture Act, 1947) and in particular:-
(a) To maintain, put, keep and leave the Holding clean free of weeds and disease and in good state of cultivation and fertility and not to sell off and/or remove any turf or top soil from the Holding;
(b) To repair, put, keep and leave clean and in good tenantable repair, order and condition all water supply systems and fittings insofar as they are situated above ground, including pipes, tanks, cisterns, drinking troughs and pumping equipment, hydraulic rams, (whether situated above or below ground), fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds,

water courses, sluices, ditches and roads in and upon the Holding, or which during the tenancy may be erected or provided thereon;

(c) To cut or trim or lay the hedges and mow the ditches so as to maintain them in good and sound condition;

(d) To dig out, scour and cleanse all ponds, water courses, ditches and grips, as may be necessary to maintain them at sufficient width and depth, and to keep clear from obstruction all field drains and other outlets; and

(e) At least once in each year to stub, mow or spray with approved selective weed killer all nettles and thistles and other noxious weeds on grass land and leys and to spread mole hills and if the Tenant neglects to do such work, the Landlord, after giving fourteen days notice in writing to that effect, shall have the right to enter on the Holding and execute the work and recover the reasonable cost thereof from the Tenant.

7. During the last year of the tenancy, to remove or chop any straw or any other crop residue on the Holding.
8. Not to break up or convert into tillage any part of the Landlord's grassland (whether so described in the definition of the Holding or not) without the previous consent in writing of the Landlord, nor to plough up or obstruct any public road or footpath.
9. If the tenancy is determinable at Lady Day not during the last three months of the tenancy to stock any of the meadow or pasture land with cattle but with a reasonable quantity of their sheep only, and not to stock with new seeds after the 30th November.
10. To comply at all times with all legislation regulations byelaws and codes of practice relating to the Holding and to indemnify the Landlord against any claims whatsoever arising out of their occupation of the Holding.
11. Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall:
 - (a) Comply with all laws relating to the conduct of the Tenant's business on the Holding and to comply with all laws relating to the environment, the use of spray, pesticides and fertilisers, the keeping of animals, the preservation of protected species and the blowing of straw or stubble;
 - (b) Use reasonable endeavours to prevent trespassers from entering the Holding and to notify the Landlord promptly in respect of any occurrence of the same;
 - (c) Comply with planning permissions and restrictions relating to the Holding; and
 - (d) Not pollute or contaminate any watercourse, ground water or any water supply.
12.
 - (a) To insure crops and produce against loss or damage by fire to the full value thereof.
 - (b) To maintain public liability insurance in respect of the Holding.
13. That if the Tenant shall die during the continuance of this Lease their executors or administrators or other person or persons in whom the legal estate in the tenancy is vested immediately after their death shall within one calendar month of their death give notice in writing to the Landlord of such death and the date thereof.
14. To give notice to the Landlord of all notices affecting the Holding and to comply with all notices in respect of matters for which the Tenant is liable.
15. To preserve and as necessary renew all water licences in respect of the Holding.
16.
 - (a) Not to spread waste of any description (including waste from public sewage works) upon the Holding without the written consent of the Landlord.
17.
 - (a) Not to apply for planning permission in relation to the Holding.
 - (b) Not to add any fixtures or fittings to the Holding or build thereon.
18.
 - (a) Items or artefacts of intrinsic or antiquarian value or which are or might be treasure trove shall belong to and remain the property of the Landlord.
 - (b) The Tenant shall forthwith notify the Landlord in writing upon the discovery of any such items.
 - (c) The Tenant shall make no arrangement with any person in connection with the search for or discovery of such items without the written consent of the Landlord.

19. On the termination of the tenancy (or earlier if the Landlord shall have exercised the Landlord's right contained in clause 2 (g)) to pay compensation or damages to the Landlord in respect of any breach by the Tenant of any of their agreements or covenants contained in this Lease the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant provided that in no event shall the amount of such compensation or damages payable on termination of this tenancy exceed the amount of damage to the Landlord's reversion.
20. In respect of any Rent or other monies owing to the Landlord under this Lease to pay interest to the Landlord on all such monies owing and unpaid from time to time at the Prescribed Rate.
21. The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- the enforcement of the tenant covenants of this Lease;
 - servicing any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - servicing any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - the preparation and service of a schedule of dilapidations in connection with this Lease during or after the end of the Term; or
 - any consent or approval applied for under this Lease, whether or not it is granted.
- Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.
22. (a) During the last year of the tenancy to carry out such cultivation and the sowing and planting of new crops as the Landlord may reasonably require in writing.
 (b) At least three months prior to the commencement of the last year of the tenancy the Tenant shall contact the Landlord to ascertain what (if any) requirements the Landlord shall have under clause 22(a) of this First Schedule.
 (c) If no such restrictions are received by the Tenant from the Landlord within one month of a request under clause 22(b) of this First Schedule the Tenant shall properly cultivate the arable land and seed or replant the same to give full proper rotation having due regard to the type of soil and nature of the land.
23. Not to grow or cause or knowingly permit to be grown on the Holding genetically modified plants.
24. At all times to comply with the provisions of the Fourth Schedule hereto.
25. Not to enter the Holding into any
- environment land management or agri environment scheme or other similar agreement or scheme; or
 - any carbon trading or carbon sequestration schemes, bio-diversity schemes, natural capital schemes or any similar or analogous schemes or contracts
- without the consent in writing of the Landlord provided that consent is expressly given where referred to in the Particulars.
26. At the end of the Term or sooner determination thereof to provide the Landlord with such mapping, GPS data, cropping and other records relating to the Holding as the Landlord may reasonably require.
27. Not to plant trees or new hedges on the Holding save where planting within an existing hedge line.
28. Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

29. This Lease and the documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

THE SECOND SCHEDULE OBLIGATIONS OF THE LANDLORD

1. On the termination of the tenancy to pay to the Tenant compensation in accordance with Part 3 of the 1995 Act and the Landlord hereby gives consent for Routine Improvements but there shall be deducted or set off from such compensation (a) any Rent unpaid but still owing from the Tenant and (b) the amount of compensation or damages payable by the Tenant under clause 19 of the First Schedule.
2. To permit the Tenant on paying the Rent hereby reserved and performing and observing the agreements on their part herein contained peaceably to hold and enjoy the Holding without any interruption or disturbance by the Landlord or any person rightfully claiming under them.

THE THIRD SCHEDULE

The following definitions and rules of interpretation apply to this tenancy:

1. Definitions
 - (a) "the 1995 Act" means the Agricultural Tenancies Act 1995.
 - (b) "Act of Insolvency" means the taking of any steps in connection with any arrangement or compromise for the benefit of creditors, the making of an application or be subject to the making of an administration order, the giving of any notice of intention to appoint an administrator; the filing at court of prescribed documents in connection with the appointment of an administrator the appointment of a receiver or manager or an administrative receiver in relation to any of the Tenant's property or income, the commencement of a voluntary winding-up, the making of a petition for a winding-up order or a winding-up order or its entry on the register of companies, the making of an application for the Tenant to be struck off the register of companies, the Tenant otherwise ceases to exist (but excluding where the Tenant ceases to exist with the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order or such analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or governed in such relevant jurisdiction).
 - (c) "Arbitration" means arbitration under the Arbitration Act 1996 by an arbitrator agreed by the parties or by application to the President for the time being of the Central Association of Agricultural Valuers and in either case the arbitrator appointed shall be a Fellow of the Central Association of Agricultural Valuers otherwise any arbitrator shall be appointed under Section 28 of the 1995 Act.
 - (d) "Break Date" means a date which is at least 12 months after the service of the Break Notice and taking effect at the end of a year of the tenancy.
 - (e) "Break Notice" means written notice to terminate this tenancy on a Break Date.
 - (f) "Routine Improvements" has the same meaning as that defined in section 19(10) of the 1995 Act.
2. Interpretation
 - (a) Words importing the masculine gender only shall include the feminine and words importing the singular shall include the plural and vice versa and where there are two or more individuals included in the expression "Landlord" or "Tenant" covenants expressed to be made by them shall be deemed to be made jointly and severally.
 - (b) A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
 - (c) A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title unless the context otherwise requires.
 - (d) Unless the context otherwise requires, a reference to the Holding is to the whole and any part of it.
 - (e) Words indicating persons shall include natural persons, corporate or unincorporated body (whether or not having a separate legal personality).

(f) Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

THE FOURTH SCHEDULE

1. In addition to and without prejudice to the Landlord's rights of forfeiture the Landlord or the Tenant may also terminate this tenancy by serving a Break Notice at any time after the death of the Tenant (or the last surviving tenant).
2. On giving the Tenant not less than 12 months' written notice the Landlord may at any time require the Tenant to surrender the whole or any part or parts of the Holding in circumstances where the Landlord shall have obtained planning permission or deemed consent for non agricultural use or for the purposes of winning or working or extracting any minerals whether underground or surface workings or otherwise and on the expiry of such notice the Tenant shall execute a deed of surrender in such form as the Landlord shall reasonably require whereupon the Rent shall be reduced by such amount as is fair and reasonable to reflect the reduction in the Holding brought about by the surrender.

THE FIFTH SCHEDULE BUILDINGS

1. Definitions
(a) "**Insured risks**" means fire, explosion, lighting, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion (or any one or more of them or any additional risks which the Landlord reasonably decides and notifies by notice in writing to the Tenant from time to time in relation to any insurance that the Tenant is obliged to take out under the terms of this lease).
2. The Landlord and the Tenant covenant with each other that save where a building or other item of fixed equipment is a Tenant's improvement or a Tenant's fixture or is now identified as redundant in writing or by subsequent agreement:
 - (a) The Tenant will put all buildings on the holding into good repair and keep it in that condition; or
 - (b) The Tenant will maintain all buildings on the Holding in the condition of repair as at the commencement date of this Lease (as described in the record of condition to be made and agreed between the parties) save for normal fair wear and tear excepting those buildings identified as redundant or subsequently agreed in writing between the Landlord and Tenant to be redundant.

Where no single option has been adopted under this clause 1 then option (b) will apply by default

3. The Landlord may serve written notice on the Tenant specifying works for which the Tenant is liable whereupon the Tenant is to execute all repairs works or replacements required and if the Tenant does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Landlord or any person authorised by them may enter upon the Property and execute such repairs and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Landlord to the date of payment by the Tenant shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.
4. The Tenant may serve written notice on the Landlord specifying works for which the Landlord is liable whereupon the Landlord is to execute all repairs works or replacements required and if the Landlord does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Tenant or any person authorised by them may execute such repairs and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Tenant to the date of payment by the Landlord shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by action.

5. Save where the building or other item of fixed equipment is identified as redundant in writing or by subsequent agreement in writing:

(i) The Landlord covenants with the Tenant:

(a) To keep the buildings which form part of the Property (except all Tenant's plant and equipment tenant's improvements and tenant's fixtures and those agreed in writing to be redundant) insured against the insured Risks so far as such cover is reasonably available

(b) If and whenever during the Term the Property (except as aforesaid) is damaged or destroyed by an insured risk and to the extent the payment of the insurance monies is not refused because of any act or omission of the Tenant or of anybody else for whom he is responsible the Landlord will lay out the insurance money (except sums in respect of public liability and loss of rent) towards replacing the damaged or destroyed parts (except as aforesaid) as soon as reasonably practicable, taking all necessary steps to obtain any requisite planning permissions and consents

(c) At all times during the Term to effect and keep in force a policy of insurance against liability for loss or injury by members of the public and third parties in a sufficient sum to cover reasonably anticipated liabilities in an insurance office or with underwriters

AND the Tenant covenants with the Landlord that he will comply with all requirements of the Landlord's insurers in relation to the Property of which he is notified and not to do or omit to do anything by which any insurance policy relating to the Property, or any adjoining property becomes void or voidable.

OR

(ii) The Tenant agrees to insure all buildings. Such insurance:

(a) will be with an Insurance Company approved by the Landlord (such approval not to be unreasonably withheld);

(b) shall note the interest of the Landlord on the policy of insurance so that the Landlord may make a valid claim on the Tenant's policy;

(c) shall be against loss or damage by the insured Risks so far as such cover is reasonably available; and

(d) shall repair or replace any part of the Property that is damaged or destroyed by an insured risk as soon as reasonably practicable and if the money provided by the insurer by cover of any claim is insufficient for the work required the Tenant shall make good the deficiency.

Where no single option has been adopted under this clause 5f the Landlord will insure the buildings under the option (i) above.

[OPTION A (FOR USE WHERE THE TERM CREATED IS FOR MORE THAN 3 YEAR AT THE OUTSET)]

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a Deed by the **Landlord** in the presence of:

Signature of Witness:

Name of Witness:

Address:

Occupation:

or

Executed as a Deed by the **Landlord** acting by:

Director:

Director/Secretary:



Signed as a Deed by the **Tenant** in the presence of:

Signature of Witness:

Name of Witness:

Address:

Occupation:

or

Executed as a Deed by the **Tenant** acting by:

Director:

Director/Secretary:

[OPTION B (FOR USE WHERE THE TERM CREATED IS ANNUAL PERIODIC FROM THE OUTSET OR FOR 3 YEAR OR LESS)]

Signed as an agreement on the Date of Agreement

Signed by the **Landlord**

or

Signed for and on behalf of the **Landlord**

Signed by the **Tenant**

or

Signed for and on behalf of the **Tenant**

