



LAND ON BARNESLEY ROAD

SCAWSBY, DONCASTER,
SOUTH YORKSHIRE, DN5 7UB

GFW

LAND ON BARNSELEY ROAD

SCAWSBY, DONCASTER,
SOUTH YORKSHIRE, DN5 7UB

TO LET BY INFORMAL TENDER

Due to end of tenancy, the Land on Barnsley Road, Scawsby is available to let on a 2-year Farm Business Tenancy rolling 3-month to 3-months thereafter and commencing on Wednesday 1st October 2025.

LAND ON BARNSELEY ROAD FARM BUSINESS TENANCY

The Property extends to approximately 262.22 acres (106.12 hectares) of predominately productive Grade 2 arable land and includes a modern agricultural building.

TO LET BY TENDER

**OFFERS TO BE SUBMITTED BY
12 NOON ON FRIDAY 5TH SEPTEMBER 2025**

VIEWINGS

Viewings are strictly by prior appointment only with GFW and should be arranged in advance using the contact details below.

The Property is available to view at any reasonable daylight hour with a set of these particulars in hand, provided no disturbance is caused to the existing tenant or to any growing crops.

CONTACT DETAILS

Olivia Ward

07872 501647 | oliviaward@georgefwhite.co.uk

Ellen Wood

07379 068486 | ellenwood@georgefwhite.co.uk

Heather Warburton

07551 414859 | heatherwarburton@georgefwhite.co.uk





Situation

The Land on Barnsley Road lies approximately 1 mile west of Scawsby, a suburb of Doncaster located approximately 2 miles north-west of the city centre.

Scawsby provides a range of local amenities including primary and secondary schooling as well as a community centre, health centre and 2 public houses.

The Property

The Property comprises 262.22 acres (106.12 hectares) or thereabouts of predominately productive Grade 2 arable land alongside a modern agricultural building.

The Land is presented within 3 land parcels, intersect by Scawsby Lane, Barnsley Road and Sheep Walk Lane. All parcels benefit from roadside access.

The modern farm building is situated on the eastern side of Scawsby Lane.

The Property is offered on a 2-year Farm Business Tenancy rolling 3-month to 3-months thereafter and commencing in October 2025.

The current owners are looking to ensure that the Property is managed in a sound, productive manner.

Land

In total, the Land extends to 262.22 acres (106.12 hectares) or thereabouts of predominately productive Grade 2 arable land. The Land is relatively flat in elevation and has been used to date within a standard arable rotation of wheat, barley, beans.

Farm Building

Included within the tenancy agreement is a modern, steel portal framed, farm building with a concrete floor measuring approximately 260sqm (2,799sqft).

The building benefits from a phase 3 electricity supply as well as a mains water connection.

Environmental Stewardship

There are no existing Environmental or Countryside Stewardship schemes across the land. However, the Landlord would encourage the incoming Tenant to consider entering into an agri-environment scheme subject to Landlord's consent.

Conditions of Tender

Persons intending to make an offer are advised to inspect the Property thoroughly and take all factors into account before submitting their application.

Please do contact our Agents if you have any questions.

The Conditions of Tenure are:

All tenders must be submitted using the prescribed tender form contained in the letting pack.

Completed tender forms should be returned by post to Heather Warburton, GFW, Dean Street Arch, 22 Dean St, Newcastle upon Tyne NE1 1PG, in a sealed envelope clearly marked "Tender for the Land at Barnsley Road" or by email to oliviaward@georgefwhite.co.uk with the subject "Tender for the Land at Barnsley Road" by no later than 12 noon on Friday 5th September.

The Landlord reserves the right to not accept the highest or indeed any offer.

A short list of applicants may be invited to interview with the Landlord's Agent. This might be undertaken via Microsoft Teams.

The Tenant will be responsible for any stamp duty land tax payable in relation to the letting.

The Tenant will be required to make a contribution of £500 plus VAT towards the cost of preparing the Farm Business Tenancy agreement.

A record of condition will be prepared at the commencement of the tenancy with the associated cost to be shared between the

Landlord and Tenant. The record will be produced by the Landlord's Agent.

The Tenancy Agreement

Term: 2 Year Term - entry from Wednesday 1st October 2025, until Thursday 30th September 2027, rolling 3month—3months thereafter.

Rent: Payable quarterly in advance

Rent review: Subject to review three yearly.

Repairs: Principally to be the responsibility of the Tenant to put and keep in good repair.

Use: Agricultural only.

In-going Valuation: none envisaged however they may be some forage and straw available if required.

EPC Rating

Not applicable.

Local Authority

Doncaster County Council.

what3words

Every three metre square of the world has been given a unique combination of three words. A free App is available for iOS and Android smartphones and using the unique sequence of words below you will be able to pinpoint this property.

///hatch.spreading.vouch

Viewings

Viewings are strictly by prior appointment only with GFW and should be arranged in advance.

The Property is available to view at any reasonable daylight hour with a set of these particulars in hand, provided no disturbance is caused to the existing tenant or to any growing crops.

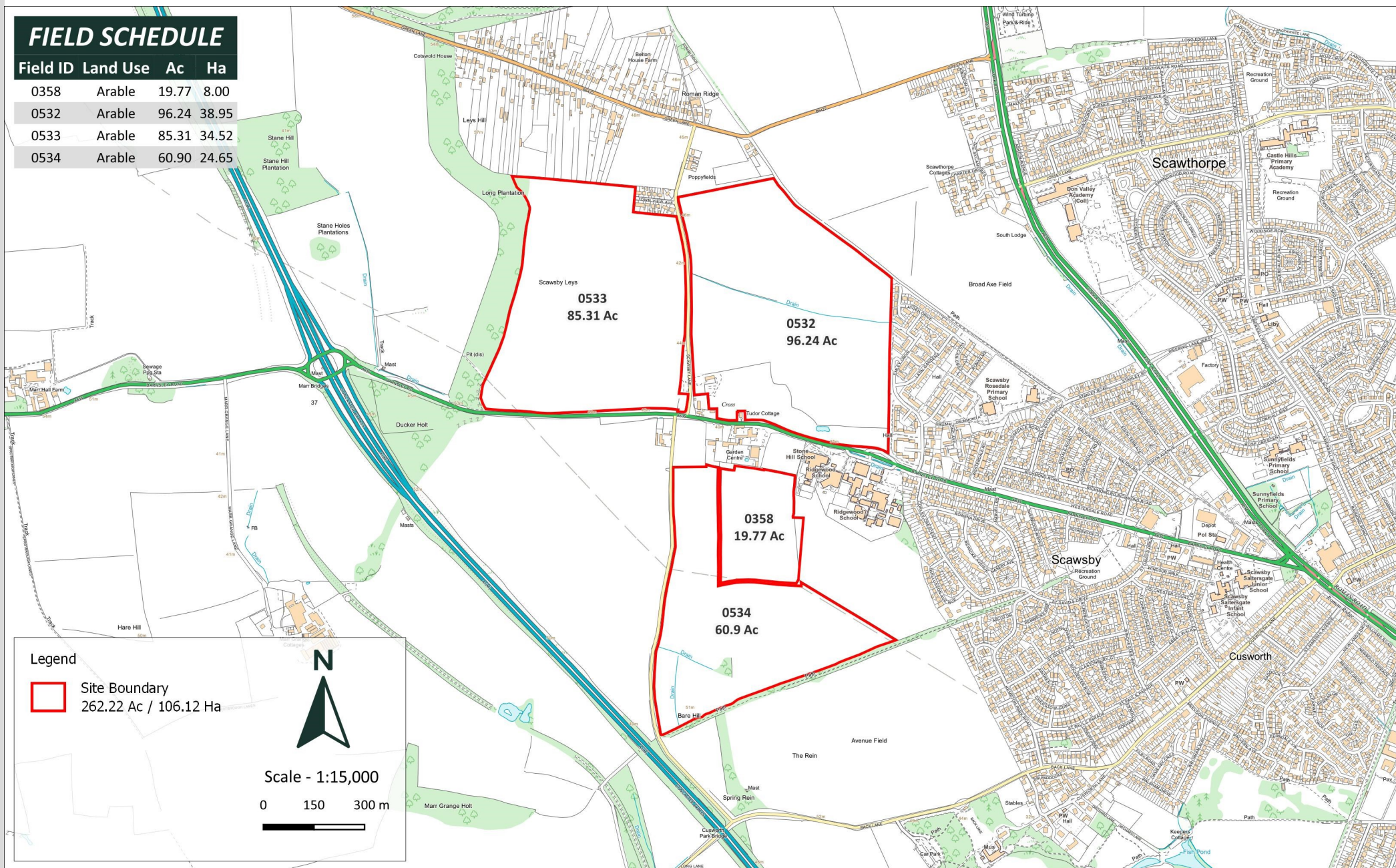
Important Notice

Every care has been taken with the preparation of these particulars, but they are for general guidance only and complete accuracy cannot be guaranteed. If there is any point, which is of particular importance professional verification should be sought. All dimensions/boundaries are approximate. The mention of fixtures, fittings &/ or appliances does not imply they are in full efficient working order. Photographs are provided for general information and you may not republish, retransmit, redistribute or otherwise make the material available to any party or make the same available on any website. These particulars do not constitute a contract or part of a contract.



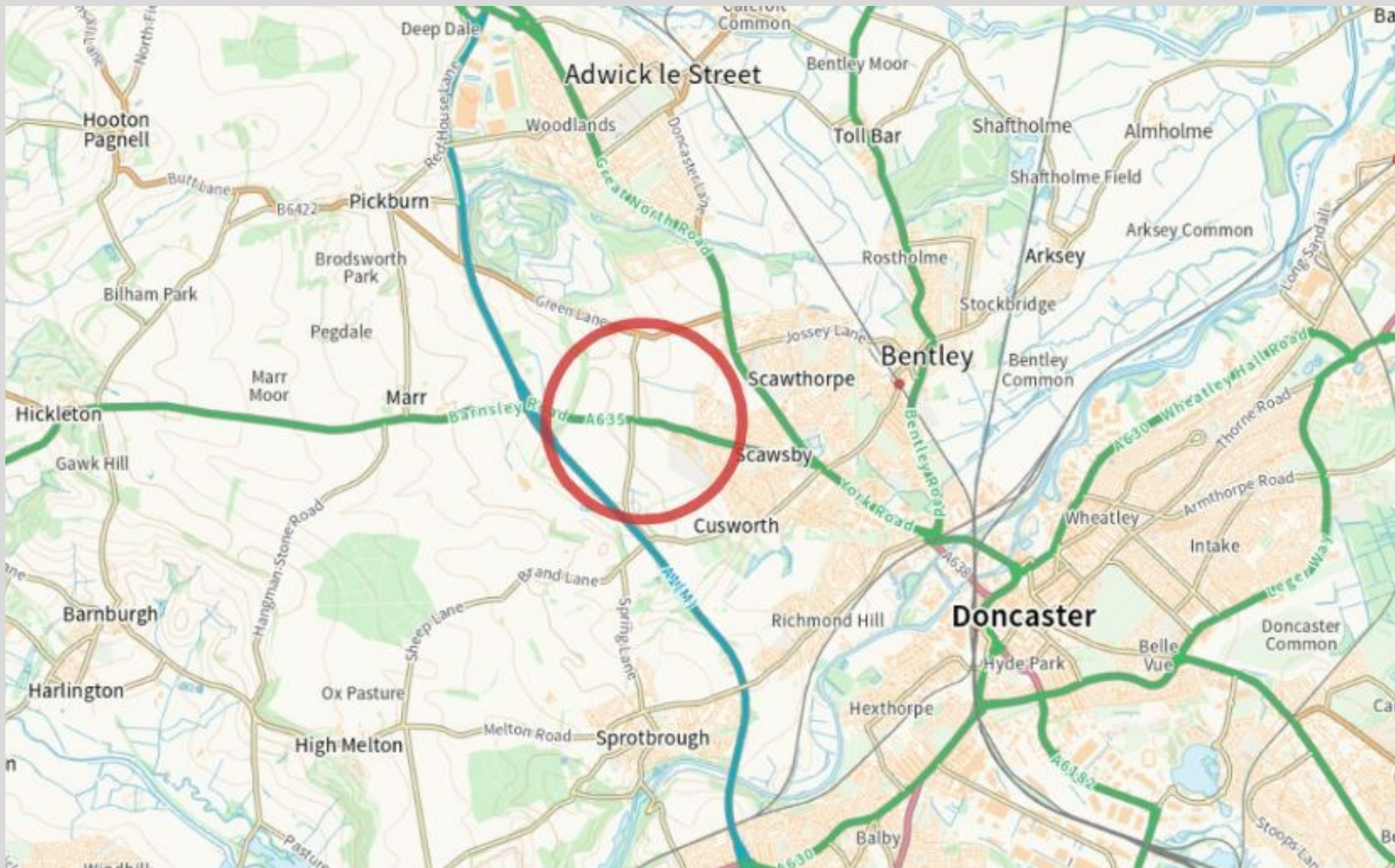
FIELD SCHEDULE

Field ID	Land Use	Ac	Ha
0358	Arable	19.77	8.00
0532	Arable	96.24	38.95
0533	Arable	85.31	34.52
0534	Arable	60.90	24.65



LAND ON BARNSELY ROAD

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LAND ON BARNSELEY ROAD

LOCATION PLAN

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LAND ON BARNSELEY ROAD TO LET DUE TO END OF TENANCY

FORM OF TENDER

This form should either be posted to Heather Warburton, GFW Dean Street Arch, 22 Dean St, Newcastle upon Tyne NE1 1PG or emailed to Olivia Ward at oliviaward@georgefwhite.co.uk by **12 noon on Friday 5th September 2025**. Email is preferable. However, any envelopes should be marked "Tender for the Land at Barnsley Road".

Based on the information provided within the Letting Particulars, I/we confirm that I/we accept the terms of the proposed 2-year Farm Business Tenancy and hereby offer to pay an annual rent of for the Land on Barnsley Road:

£..... per annum

(in figures)

£..... per annum

(in words)

*Please note that the above figures are subject to review.

Information on your personal farming background and experience including any existing holdings and current farm business:

A business plan including proposals for environmental management:

A proposed farming policy supported by projected cash flow for the first year and general indication of cash flows for second and third years. Gross margin analysis of the main enterprises may also be submitted if available but is not strictly required:



Surname.....

Christian Name(s).....

Address.....

.....

.....

.....

Tel No.....

Email.....

Signed

Name(s)

(print)

Agent Name (if applicable)

Address.....

.....

.....

.....

Tel No.....

Email.....

Please provide the following additional information:

- Proof of Working Capital
- 2 Referees
- Name of Bank and Bank Manager

**FARM BUSINESS TENANCY 2 YEAR FIXED-TERM
AND 3 MONTHS TO 3 MONTHS THEREAFTER**

AGREEMENT

for a

FARM BUSINESS TENANCY
(Fixed-term)

Of

Land on Barnsley Road
Scawsby
Doncaster
South Yorkshire
DN5 7UB

Between

Landlord (Joint)

Ian Jacob Waller and Martin Trevor Corney c/o GFW
Dean Street Arch
22 Dean St
Newcastle upon Tyne
NE1 1PG

And

Landlord (Joint)

Theakston Estates (Darlington) Limited c/o GFW
Dean Street Arch
22 Dean St
Newcastle upon Tyne
NE1 1PG

And

Tenant

[DETAILS TBC]

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

PROVISION FOR NOTICE

IMPORTANT: If there is any doubt that the character of the proposed tenancy will be primarily or wholly agricultural, before signing this Agreement the Landlord and the Tenant should give each other a written notice identifying the Holding mentioned above and confirming that they intend that the tenancy created by this Agreement is to be, and to remain until its termination, a Farm Business Tenancy as defined by Section 1 of the *Agricultural Tenancies Act 1995*. A copy of the notices should be kept with this Agreement.

The form of this Agreement is based on the RICS Farm Business Tenancy Agreement (8th edition 2020) the copyright of which is owned by The Royal Institution of Chartered Surveyors (RICS).

DRAFT

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

PARTICULARS

The Joint Landlord	Ian Jacob Waller and Martin Trevor Corney c/o GFW, Dean Street Arch, 22 Dean St, Newcastle upon Tyne, NE1 1PG
The Joint Landlord	Theakston Estates (Darlington) Limited c/o GFW, Dean Street Arch, 22 Dean St, Newcastle upon Tyne, NE1 1PG
The Tenant	DETAILS TBC
The Holding	All that property known as the Land on Barnsley Road situated at Scawsby, Doncaster in the County of South Yorkshire – full particulars of which are contained in Schedule 1
The Term	From 1 st October 2025 until 30 th September 2027 and thereafter 3 months to 3 months until determined under Clause 10
The Rent Days:	1 st October 1 st January 1 st April and 1 st July in equal quarter-year instalments, payable in advance
The First Rent Day	The 1 st day of October 2025
The Prescribed Rate	The base rate for the time being of Barclays Bank plc. plus 4%

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

This Agreement is made on the day of Two thousand and
BETWEEN the Landlord and the Tenant

1. PRELIMINARY

- 1.1 In this Agreement:
 - (a) expressions in Column 1 of the Table of Particulars have the meaning given to them in Column 2 of the Table;
 - (b) the Landlord includes the person entitled to receive the rent payable under this Agreement;
 - (c) the Tenant includes the person who has the right to occupy the Holding on the terms of this Agreement;
 - (d) the Term includes any period after the Last Day of the Term during which the Tenant is entitled to continue to occupy the Holding either by agreement or by statute, including any period during which this Agreement continues as a tenancy from year to year; and
 - (e) an agreement not to do something includes not permitting another party to do it.
- 1.2 At any time when the Landlord, the Tenant or the Guarantor is more than one person their obligations and covenants can be enforced against all of them jointly and against each of them individually.
- 1.3 Any reference to an Act of Parliament, statutory instrument or regulation includes a reference to that Act, instrument or regulation as amended or replaced from time to time and to any subordinate legislation or bye-law made under it.
- 1.4 The amounts specified in this Agreement are exclusive of VAT and wherever in this Agreement there is a covenant by the Landlord or Tenant to pay any sum which is a taxable supply, VAT shall be payable upon the issue of a valid VAT invoice.

2. LETTING

- 2.1 The Landlord LETS the Holding to the Tenant from the 1st October 2025 until 30th September 2027 and thereafter from 3 months to 3 months until terminated in accordance with under Clause 10
- 2.2 The Landlord reserves the Rent and any new Rent fixed under Schedule 3.
- 2.3 The Landlord reserves the rights set out in Part 1 of Schedule 2 and grants the rights set out in Part 2 of Schedule 2.

OBLIGATIONS OF THE TENANT

3. PAYMENTS

- 3.1 The Tenant will pay the Rent (and any new Rent fixed under Schedule 3) to the Landlord in advance by equal instalments on the Rent Days with the first payment of rent (or a duly apportioned part of it) to be made on the First Rent Day.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 3.2 The Tenant will pay each instalment of rent in full on the Rent Days without making any deduction of any kind (including any legal or equitable set-off).
- 3.3 The Tenant will pay all rates, taxes or other sums payable in respect of the Holding by the occupier (except any tax or other sum payable by the Landlord in respect of rent received or in respect of any dealing with the Landlord's interest in the Holding).
- 3.4 The Tenant will pay interest on any rent arrears or other money due under this Agreement at the Prescribed Rate from the date when payment should have been made until the date when payment is actually made.
- 3.5 The Tenant will pay to the Landlord:
 - (a) the full amount payable by the Landlord to any outgoing tenant (whether or not that amount was agreed or determined by arbitration) as compensation for improvements and tenant right matters; and
 - (b) any reasonable costs and expenses incurred by the Landlord in relation to the agreement of such compensation with the outgoing tenant (but not costs or expenses incurred in relation to any arbitration); and
 - (c) the value (as agreed or determined under Clause 12) of any growing crops, cultivations, severed crops, seeds, fertilisers and sprays left by the Landlord on the Holding at the start of the Term,
 Such payments are to be made within 28 days of the Tenant being notified by the Landlord in writing of the amount payable.

4 USE AND MANAGEMENT OF THE HOLDING

- 4.1
 - (a) The Tenant will use the Holding for agricultural purposes only.
 - (b) If a particular use for any part of the Holding has been specified in Schedule 1 the Tenant will use that part of the Holding for that purpose only throughout the Term.
 - (c) The Tenant will not allow any part of the Holding to be used for the display of advertisements or for camping or the parking of vehicles or caravans or for the purpose of fairs, festivals, sporting events, rallies or other public events, unless the Landlord gives written consent in advance.
- 4.2
 - (a) The Tenant will comply with the provisions relating to good husbandry in Part 1 of Schedule 8, and any additional terms relating to conservation and to the cultivation and management of the Holding contained in Part 2 of Schedule 8.
 - (b) The Tenant will not break up or convert into tillage any part of the Holding described as permanent pasture in Schedule 1 or burn any heather or moorland on the Holding.
 - (c) The Tenant will not remove any turf topsoil stone or gravel from the Holding.
 - (d) The Tenant will keep the Holding free from disease or infestation by pests and will destroy rabbits, moles, rats and other vermin and will spread any molehills and anthills on the Holding.
 - (e) The Tenant will destroy all thistles nettles and other injurious weeds to which the *Weeds Act* 1959 applies before they seed.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- (f) The Tenant will not allow any livestock on the Holding to be treated in a manner likely to cause unnecessary pain or distress and will comply with any relevant code of practice relating to animal welfare.
 - (g) Within two months of receiving any notice to quit the Tenant will agree a schedule of cropping with the Landlord and will implement that schedule during the last year of the Term.
- 4.3
- (a) The Tenant will not allow anything to be done or to remain on the Holding which might cause nuisance, disturbance or damage to the Landlord or the occupier of any adjoining land or to users of any road on or adjoining the Holding.
 - (b) The Tenant will not plough up or obstruct any public right of way or any private right of way lawfully enjoyed by the Landlord or any other person.
 - (c) The Tenant will not do or allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water.
- 4.4 The Tenant will comply with all Acts of Parliament, regulations, by-laws and applicable codes of practice relating to the Holding, to the conduct of the Tenant's business, to the preservation of protected species and to the safeguarding of the environment.
- 4.5 The Tenant will live in the main farmhouse on the Holding (if any) at all times during the Term and will personally farm the Holding.
- 4.6 The Tenant will take all reasonable steps to prevent acts of trespass on the Holding and to prevent any new footpaths or other easements or rights of way from being acquired over the Holding and will notify the Landlord in writing of any encroachments or repeated acts of trespass on the Holding.
- 4.7
- (a) The Tenant will do nothing to contravene the *Wildlife and Countryside Act* 1981 and will not harm any game deer and fish or any wildfowl and wild birds listed in Schedule 2 of the Act (including their nests and eggs).
 - (b) The Tenant will control rabbits, mink, wood pigeons and other pests on the Holding and compensate the Landlord for any claims made by the owners or occupiers of adjoining land because of damage done by such animals or birds.
- 4.8 The Tenant will take all steps necessary to preserve and continue any licence permit or consent in existence at the start of this Agreement that benefits the Holding (including any concerning the supply, extraction or usage of water) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents.
- 4.9 The Tenant will not enter into any grant, loan or subsidy scheme, management agreement or other arrangement by which the use or management of the Holding is restricted without the Landlord's prior written consent.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 4.10 (a) The Tenant will not grow any genetically modified crop or apply any sewage sludge to the Holding without the prior written consent of the Landlord.
- (b) If the Landlord gives consent to the growing of any genetically modified crop the Tenant will provide all such information concerning the crop as the Landlord may reasonably request.
- 4.11 The Tenant will not bring onto or accumulate on the Holding any refuse, waste paper, or redundant material.

5. REPAIRS, ALTERATIONS AND INSURANCE

- 5.1 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Tenant to repair:
- (a) the Tenant agrees first to put those parts into a good state of repair, and then to keep them in a good state of repair; and
- (b) where the item identified relates to the decoration or treatment of any part of the Holding the Tenant agrees to paint, redecorate or treat the relevant part of the Holding whenever necessary and in any case at intervals of not more than seven years in the case of internal items and at intervals of not more than five years in the case of external items, all such work to be carried out to a proper standard using materials of suitable quality.
- 5.2 If the Tenant fails to do any work which this Agreement requires him/her to do the Landlord may give him/her written notice to do it, in which case the Tenant agrees:
- (a) to start the work within two months or immediately in the case of an emergency; and
- (b) to proceed diligently with the work until it is completed; or
- (c) if the Tenant fails to comply with the notice, to permit the Landlord to do the work and recover the reasonable cost from the Tenant.
- 5.3 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Landlord to repair the Tenant agrees:
- (a) to take reasonable care to avoid those parts of the Holding becoming damaged by any deliberate, reckless or negligent act or behaviour by the Tenant or any person permitted to be on the Holding by the Tenant and to put right any damage so caused as soon as reasonably practicable; and
- (b) to report in writing to the Landlord any damage caused to those parts of the Holding or any need for repair to them as soon as the Tenant becomes aware of such matters.
- 5.4 Where Schedule 4 indicates that the repair of a particular part of the Holding is to be carried out by the Landlord subject to a contribution from the Tenant, the Tenant agrees to pay to the Landlord the specified percentage of the reasonable cost incurred by the Landlord in carrying out the work, such payment to be made on demand following completion of the work.
- 5.5 (a) Except with the prior written consent of the Landlord the Tenant will not remove or make structural alterations or additions to any existing building or fixed equipment on the Holding or put up any new building

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- or structure or make any other improvement to the Holding other than those listed in Part 2 of Schedule 6.
- (b) Before making any alteration or addition to the Holding the Tenant will first obtain all statutory or other consents required for the carrying out of such work and provide copies to the Landlord.
 - (c) The Tenant will comply with the terms of all consents required for the carrying out of such work and will compensate the Landlord for any loss, damage or expense incurred by the Landlord as a result of any breach by the Tenant of his or her obligations under this clause.
 - (d) Unless the parties otherwise agree, the repair and insurance of any new building erected on the Holding by the Tenant will be the sole responsibility of the Tenant as if it had been so identified in Schedule 4.
- 5.6
- (a) The Tenant will not remove or damage any fence, hedge, field wall or boundary on the Holding unless the Landlord gives written consent in advance.
 - (b) The Tenant will prevent trees, saplings and hedges on the Holding from being injured by livestock and will not attach any wire to them or damage or injure them in any way. If any tree, sapling or hedge is damaged or injured, the Tenant will replace it with equivalent stock on the first suitable occasion.
 - (c) The Tenant will as soon as reasonably possible give notice in writing to the Landlord of any dead or dangerous tree or fallen timber on the Holding of which he becomes aware, in order that the Landlord can decide whether or not to exercise the rights under paragraph 1 of Schedule 2 in respect of such tree or fallen timber (but without imposing any obligation or liability whatsoever on the Landlord in respect of such dead or dangerous tree or fallen timber). If on receipt of such a notice the Landlord elects to exercise those rights in respect of such tree or timber, the Landlord must promptly inform the Tenant of that election and exercise the rights as soon as reasonably possible thereafter. Nothing in the foregoing shall prevent the Tenant from taking such urgent action as he may consider necessary to prevent any injury, damage or other loss being caused by such dead or dangerous tree or fallen timber.
- 5.7 The Tenant agrees to insure for their full replacement value his or her own livestock, crops, fixtures, plant and equipment.
- 5.8 The Tenant agrees to insure the items identified in Schedule 4 as being the responsibility of the Tenant to insure. Such insurance:
- (a) will be with a reputable insurance company approved by the Landlord (such approval not to be unreasonably withheld);
 - (b) will be against loss or damage by fire and such other risks as the Landlord may from time to time reasonably prescribe;
 - (c) where it relates to buildings on the Holding and unless otherwise specified in Schedule 4 shall be for an amount equal to their full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament); and
 - (d) where it relates to livestock, plant, machinery, fixtures or fittings shall be to their full replacement value.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 5.9 The Tenant will insure to an adequate level of cover (such cover to be for a sum of not less than £10 million pounds) against liability to third parties for loss or damage arising in relation to the Holding, such insurance to be with an insurance company approved by the Landlord (such approval not to be unreasonably withheld) and the Tenant will procure that the Landlord's interest is noted on the policy.
- 5.10 Where the Tenant is responsible for insurance the Tenant agrees:
- (a) to produce to the Landlord on demand the policy of insurance and the receipt for the last premium payable for it;
 - (b) to reinstate any building on the Holding destroyed or damaged by any risk against which the Tenant was required to insure and to cause all money received in respect of such damage or destruction to be expended in carrying out the required reinstatement;
 - (c) to replace all livestock, plant and machinery, Tenant's fixtures and fittings and crops on the Holding destroyed or damaged by any risk against which the Tenant was required to insure and to cause all money received in respect of such destruction or damage to be expended on such replacement, or in the case of crops grown for consumption on the Holding to return to the Holding the full equivalent manurial value in artificial manures or feeding stuffs; and
 - (d) in case it shall be impossible or impracticable to reinstate any building on the Holding in accordance with sub-clause (b) above any money received under the policy of insurance shall be divided between the Landlord and the Tenant in proportion to the value at the date of the damage or destruction of their respective interests in that building.

6. ASSIGNMENT AND SUBLETTING

- 6.1
- (a) The Tenant may not assign, sublet, part with possession or share occupation of the Holding or any part of it.
 - (b) The Tenant may not enter into any partnership, share-farming, contract-farming, management or cropping agreement or any other joint venture entitling any person to share occupation of the Holding unless the Landlord has given written consent in advance.
 - (e) The Tenant may not let or sell any grass keep or growing crops on the Holding or take in livestock belonging to any other person unless the Landlord has given written consent in advance.
- 6.2 The Tenant will take all lawful steps necessary to ensure that vacant possession of all buildings, cottages or other houses on the Holding is available to the Landlord at the end of the Term.

7. ACCESS AND INFORMATION

- 7.1 Subject to any restrictions imposed in the interests of public, plant or animal health, the Tenant will allow the Landlord and any person authorised by the Landlord to have access to the Holding at all reasonable times after giving reasonable notice (except in an emergency) for the purpose of:
- (a) inspecting the condition of the Holding;

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- (b) carrying out any works which the Landlord is obliged or entitled to carry out under this Agreement;
- (c) carrying out any works to any property belonging to the Landlord which adjoins the Holding;
- (d) taking soil or water samples; and
- (e) exercising any of the rights reserved to the Landlord in Schedule 2 of this Agreement.

In all cases the Landlord shall repair and make good any damage caused to the Holding or pay reasonable compensation for any loss incurred by the Tenant by the exercise of the Landlord's rights of access.

- 7.2 Immediately on becoming aware of any such matter the Tenant must inform the Landlord in writing of any notice, order, direction or other formal document relating to the Holding or to the management of the Holding or which is likely to affect the Landlord's interest in the Holding (including any charge made under the authority of the *Agricultural Credits Act 1928*) and must allow the Landlord or the Landlord's agent to make copies of all relevant documents.
- 7.3 The Tenant will keep proper livestock and cropping records and records of all hay straw silage or other produce burnt on or sold off the Holding and records of all entitlements, contracts and Quota allocated to the Holding (whether alone or with other land occupied by the Tenant) and any other records which the Landlord or any statutory or regulatory body may reasonably require and will permit the Landlord or the Landlord's agent to inspect and take copies of such records.
- 7.4 If the Tenant dies during the Term his or her executors or administrators must give written notice of his or her death to the Landlord within one month of the date of death.
- 7.5 The Tenant will permit the Landlord to hold not more than five viewing days during the last six months of the Term when any person invited by the Landlord may view any part of the Holding.
- 7.6 The Tenant will indemnify the Landlord and any incoming tenant against any liability to persons employed on the Holding arising under the *Transfer of Undertakings (Protection of Employment) Regulations 2006* and costs incurred in connection with such liability.

8. QUITTING THE HOLDING

- 8.1 At the end of the tenancy, if so required by the Landlord, the Tenant must leave properly protected on the Holding the whole of the unconsumed hay, straw and silage and all farmyard manure made on the Holding in the last year of the Term. Provision for compensation for such matters is made in paragraph 2.5 of Schedule 6.
- 8.2 At the end of the tenancy, the Tenant must give up possession of the Holding to the Landlord leaving it consistent with the Tenant having complied with all of his or her obligations under this Agreement and having first removed from the Holding any waste materials including but not limited to tyres, polythene, scrap metal, redundant vehicles or machinery, or other items not reasonably required for the future farming of the Holding.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 8.3 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/her to enter and cultivate that part of the Holding.
- 8.4 When the Tenant quits the Holding at the end of the Term the Tenant will pay compensation to the Landlord as provided for in paragraph 4.1 of Schedule 6.

9. OBLIGATIONS OF THE LANDLORD

The Landlord agrees with the Tenant (but not so as to impose any liability on the Landlord after parting with the reversion):

- 9.1 For so long as the Tenant pays the Rent and complies with his or her obligations under this Agreement the Landlord will permit the Tenant to occupy and enjoy the Holding without any interference or disruption by the Landlord or any person acting on the Landlord's behalf or deriving title under the Landlord.
- 9.2 For all those parts of the Holding identified in Schedule 4 as being the responsibility of the Landlord to repair:
 - (a) the Landlord agrees first to put those parts into a good state of repair, and then to keep them in a good state of repair for as long as the Tenant is entitled to occupy the Holding under this Agreement; and
 - (b) where the item identified relates to the decoration or treatment of any part of the Holding the Landlord agrees to paint, redecorate or treat the relevant part of the Holding whenever necessary and in any case at intervals of not more than seven years in the case of internal items and at intervals of not more than five years in the case of external items, all such work to be carried out to a proper standard using materials of suitable quality.
- 9.3 Where Schedule 4 indicates that the repair of a particular part of the Holding is to be carried out by the Tenant subject to a contribution from the Landlord, the Landlord agrees to pay to the Tenant the specified percentage of the reasonable cost incurred by the Tenant in carrying out the work, such payment to be made on demand following satisfactory completion of the work.
- 9.5 The Landlord agrees to keep insured any items identified in Schedule 4 as being the responsibility of the Landlord to insure. Such insurance:
 - (a) shall be with a reputable Insurance Company;
 - (b) shall be against loss or damage by fire and such other risks as the Landlord may from time to time reasonably require; and
 - (c) where it relates to buildings on the Holding, and unless otherwise specified in Schedule 4, shall be for an amount equal to their full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament).

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 9.6 Where the Landlord is responsible for insurance the Landlord agrees:
- (a) to produce to the Tenant on demand the policy of insurance maintained by the Landlord and the receipt for the last premium payable for it;
 - (b) to reinstate any building or other item destroyed or damaged by any risk against which the Landlord was required to insure and to cause all money received in respect of such damage or destruction to be expended in carrying out the required reinstatement or replacement; and
 - (c) in case it shall be impossible or impracticable to reinstate any building or item on the Holding in accordance with sub-clause (b) above any money received under the policy of insurance shall be divided between the Landlord and the Tenant in proportion to the value at the date of the damage or destruction of their respective interests in the building or item in question.
- 9.7 Where the Landlord is responsible for insuring against loss of rent, the Rent payable by the Tenant shall be abated by a proportionate amount (to be agreed or determined under Clause 12) following the destruction or damage of any building or other item on the Holding by any risk against which the Landlord is required to insure or has insured, and such abatement shall continue for a period of up to two years ending with the reinstatement or replacement of the building or item.
- 9.8 At the end of the Term when the Tenant quits the Holding the Landlord will pay compensation to the Tenant as provided for in Schedule 6.

10. TERMINATION OF THIS AGREEMENT

- 10.1 Either the Landlord or the Tenant may bring this Agreement to an end at the end of the Term by giving to the other at least three months' notice in writing.
- 10.3 If this Agreement does not end on or before the Last Day of the Term it will continue as a tenancy from 3 months to 3 months but either the Landlord or the Tenant may bring it to an end by giving to the other at least 3 months' notice in writing at any time.
- 10.4 If the Tenant fails to pay the Rent or any part of the Rent for 21 days after it becomes payable (whether formally demanded or not) or if the Tenant commits any breach of his or her obligations or if a receiving order is made against him/her or if a meeting of his or her creditors is called or if he is adjudicated bankrupt or if the Tenant (being a company) enters into compulsory or voluntary liquidation otherwise than for the purposes of reconstruction or amalgamation or if any distress or execution is levied on the Holding, then in any such case the Landlord shall be entitled (in addition to any other right and after first giving to the tenant one month's prior notice in writing) to re-enter the Holding or any part of it in the name of the whole and bring this Agreement to an end.
- 10.5 The Landlord may recover possession during the term of any part of the Holding if the Landlord requires that part for any non-agricultural purpose by giving to the Tenant at least 12 months' notice in writing (subject to Clause 10.8). On the expiry of the notice the land to which it relates shall cease to be

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part of the Holding and the Tenant shall be entitled to an appropriate reduction in rent to be agreed or determined by an arbitrator and to compensation in accordance with Schedule 6 in respect of the land to which the notice relates.

- 10.6 If the Tenant (or the last surviving joint Tenant) dies during the Term either the Landlord or the executors or personal representatives of the Tenant may end this Agreement by giving to the other at least 12 months' notice in writing (subject to Clause 10.8) provided that such notice is given within three months of the date of death of the Tenant or (if given by the Landlord) within three months of the date on which the Landlord is notified in writing of the death of the Tenant.
- 10.7 If the Tenant becomes incapable of managing the Holding because of some permanent physical or mental disability or illness, the Tenant may end this Agreement by giving to the Landlord not less than twelve months' notice in writing (subject to Clause 10.8).
- 10.8 Any notice given under Clause 10.5, 10.6 or 10.7 may expire at any time before the Last Day of the Term, but any notice which is to expire while this Agreement is continuing as a tenancy from year to year after the Last Day of the Term must expire at the end of a year of the tenancy.

11. GUARANTOR'S OBLIGATIONS

- 11.1 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 or her obligations under this Agreement. The Guarantor's obligation will remain in force even if the Landlord allows the Tenant extra time to comply with his or her obligations or does not insist on strict compliance by the Tenant with his or her obligations under this Agreement.

12. RESOLUTION OF DISPUTES

- 12.1 Subject to Clause 12.7 below any dispute between the Landlord and the Tenant concerning their rights or obligations under this Agreement or in relation to the Holding shall be determined either by an independent expert appointed under Clause 12.2 below or, if no independent expert is appointed, by an arbitrator appointed under Clauses 12.3 or 12.4 below.
- 12.2 After a dispute has arisen the Landlord and the Tenant may agree in writing to refer the dispute to an independent expert whose decision shall be final and binding on them. The procedure to be adopted by the independent expert (including liability for costs) shall be determined by him/her but shall include an opportunity for the parties to state their case either orally or in writing as the independent expert may direct.
- 12.3 If the Landlord and the Tenant do not agree to refer the dispute to an independent expert either party may give to the other a notice in writing specifying the dispute and requesting that agreement be reached on the identity of an arbitrator to be appointed to determine the dispute.

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- 12.4 If no arbitrator has been appointed by agreement within two months of a notice under Clause 12.3 above then either the Landlord or the Tenant may apply to the President of the Royal Institution of Chartered Surveyors (RICS) for the appointment of an arbitrator by him.
- 12.5 If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another in his or her place by agreement or alternatively either party may apply to the RICS President for the appointment of a new arbitrator.
- 12.6 Any arbitration under this Agreement shall be conducted in accordance with the Arbitration Act 1996.
- 12.7 This Clause 12 will apply to all disputes between the Landlord and the Tenant except disputes falling within paragraph 2.3 of Schedule 3 (Rent Review) or paragraphs 2.6 or 5.3 of Schedule 6 (consent for improvements and compensation).

13. ADDITIONAL MATTERS

- 13.1 The rules relating to the service of notices contained in Section 36 of the *Agricultural Tenancies Act* 1995 apply to any notice given under this Agreement so that any notice can be given to a person by delivering it to him/her or leaving it at his or her proper address or sending it to his or her proper address by any recorded delivery service. No notice given by fax or by other electronic means will be valid unless a copy of the notice is also sent by post or delivered to the proper address of the recipient within seven days.
- 13.2 Either party may serve any notice (including any notice in proceedings) on the other at the address given in the Particulars or such other address as has previously been notified in writing.
- 13.3 The provisions of Schedule 5 of this Agreement shall apply in relation to any entitlements, quotas and support payments within the scope of that Schedule that are available at the date of this Lease or at any time during the Term.
- 13.4 (a) If any building or other item is mentioned in Schedule 7 it is agreed to be unnecessary for the proper farming of the Holding and neither party is required to repair maintain or insure them. If the Landlord wishes to repair or remove them he or she may do so at his or her own expense.
 (b) If at any time either the Landlord or the Tenant considers that any building or other item provided is unnecessary for the proper farming of the Holding he or she may ask for it to be included in Schedule 7. If the other party does not agree, the question may be referred to an arbitrator. If the arbitrator considers that the building or other item is unnecessary for the proper farming of the Holding he or she will direct that it should be included in Schedule 7 and Clause 13.4(a) will apply to it.
- 13.5 The tenant must pay a contribution of £500 plus VAT towards the preparation of this agreement. The Tenant shall be responsible for submitting the Stamp

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Duty Land Tax return and for the payment of any Stamp Duty Land Tax payable in respect of this Agreement.

- 13.6 No person shall be entitled to rights under this Agreement by virtue of section 1 of the *Contracts (Rights of Third Parties) Act* 1999.
- 13.7 If either party suffers loss or is put to expense as a result of a breach of any obligation imposed by this Agreement on the other, he or she shall be entitled to be compensated by the other for that loss or expense.
- 13.8 This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding.
- 13.9 The parties confirm that there is no Agreement for Lease to which this Agreement gives effect.

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Signed as a deed by/on behalf of the Landlord in the presence of:

Witness:

Landlord:

Witness's occupation:

Witness's address:

Signed as a deed by/on behalf of the Tenant in the presence of:

Witness:

Tenant:

Witness's occupation:

Witness's address:

Signed as a deed by/on behalf of the Guarantor in the presence of:

Witness:

Guarantor:

Witness's occupation:

Witness's address:

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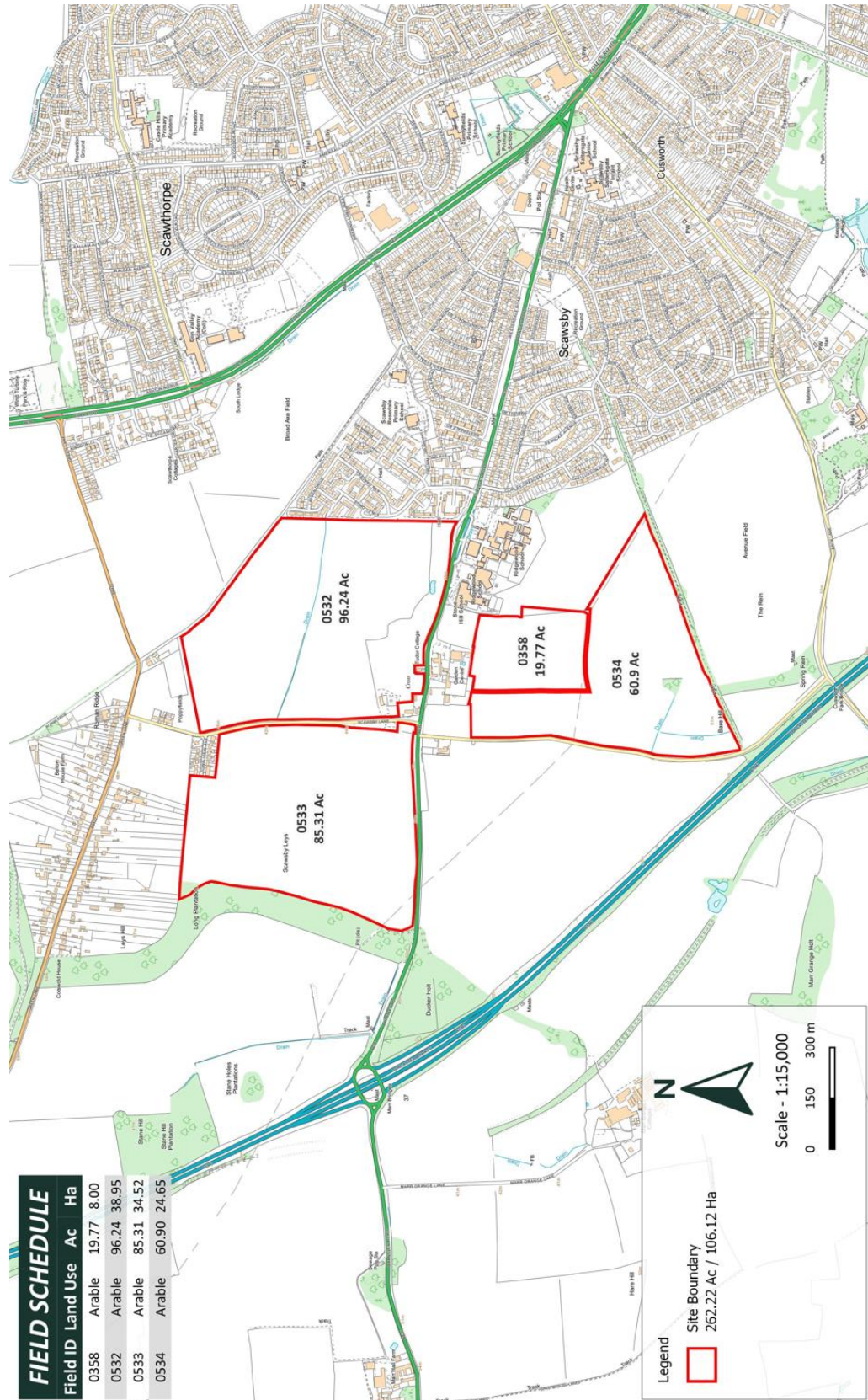
SCHEDULE 1

THE HOLDING

<u>Reference Number</u>	<u>Hectares</u>	<u>Acres</u>
0532	38.95	96.24
0533	34.52	85.31
0534	24.65	60.90
0358	8.00	19.77
	106.12	262.22

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HOLDING PLAN



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SCHEDULE 2

PART 1: RIGHTS RESERVED BY THE LANDLORD

The Landlord excepts and reserves the rights listed below. In all cases the Landlord may exercise the right personally or may authorise any other person to exercise them. In all cases the Landlord will repair and make good any damage caused by the exercise of his or her rights and will pay reasonable compensation for any loss or damage caused by the exercise of these rights.

1. The exclusive right to all timber and other trees (except fruit trees) underwood pollards and saplings on the Holding, together with the right to mark, fell, cut, process, extract and remove such timber and trees.
2. The exclusive right to all mines, minerals, quarries, stones, sand, brickearth, clay, gravel, turf, petroleum and its relative hydrocarbons and all other gases and minerals on or under the Holding.
3. The exclusive right to all treasures or archaeological artefacts discovered on the Holding.
4. The right to use any existing and to create any new roads, tracks or paths on the Holding reasonably required to gain access to other property belonging to the Landlord (subject to making a reasonable contribution towards the cost of maintaining such roads tracks or paths).
5. The right to lay or maintain across the Holding such pipes drains conduits cables wires or other conducting media as are reasonably required for the benefit of any other land belonging to the Landlord or for the exercise of any of the rights reserved.
6. The exclusive right to grant any wayleave, easement or licence to any person and the benefit of all existing and future agreements entered into by the Landlord and all rents and other money payable under them.
7. The exclusive right to all game, deer, wildfowl, woodcock, snipe and other wild birds listed in Part I of Schedule 2 of the *Wildlife and Countryside Act* 1981 (including their nests and eggs), and fish together with the right to go on to the Holding to rear, preserve, shoot or kill all such creatures and to hunt, shoot, hawk, sport or fish on or over the Holding.
8. The right to go onto the Holding to kill and take away any rabbits hares mink wood pigeons and other pests subject to the *Ground Game Act* 1880 and the *Ground Game (Amendment) Act* 1906.
9. The right (subject to the provisions of any statutory powers) to take water from any stream, spring or other source of supply on or beneath the Holding provided sufficient water is left for the Tenant's reasonable use of the Holding.
10. The exclusive right to erect wind turbines or solar arrays on the Holding.

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11. The right to carry out non-intrusive and intrusive surveys, if so required, and subject to the Tenant receiving compensation for any damage caused if the damage cannot be made good.

**PART 2: RIGHTS GRANTED BY THE LANDLORD FOR THE BENEFIT OF THE
HOLDING**

None

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SCHEDULE 3

RENT REVIEW

**RENT REVIEW IN ACCORDANCE WITH PART II, AGRICULTURAL TENANCIES
ACT 1995**

1. The Rent shall be subject to review as provided by Part II of the *Agricultural Tenancies Act 1995*; the intervals between reviews will be not less than three years and will be ascertained in accordance with section 10(6) thereof.

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SCHEDULE 4

ALLOCATION OF REPAIRING AND INSURING RESPONSIBILITIES

NOTE: The Schedule should be completed to identify those parts of the Holding that it is intended the Landlord should repair or insure and those parts the Tenant should repair or insure. Alternatively the Schedule may be completed in such a way as to indicate that one party is to carry out the repairs required to a particular item with the other party agreeing to pay a specified proportion of the cost. If any part of the Holding is not identified or written in to this Schedule or where this Schedule does not allocate responsibility to either party for completing the work it will be the responsibility of the [Landlord/Tenant] to repair and insure it.

a) ~~Repair, maintenance and insurance of dwellings~~

Item	Repair and Maintenance Responsibility	
	Landlord	Tenant
(a) Farmhouse cottages and farm buildings		
Roofs including chimney stacks		
Chimney pots		
Exterior walls		
Structural timbers		
Interior repair, plastering or decoration resulting from structural defect to roof or walls		
Interior repair resulting from failure to carry out an item which is the tenants responsibility to replace/repair		
Ceiling joists and timbers		
Exterior staircases		
Floors and floor joists		
Floorboards		
Interior staircases		
Fixed ladders (including banisters or handrails)		
Doors, gates, windows and skylights (including frames but excluding glass or a substitute sashcords locks and fastenings)		
Gutters and downpipes		
Electricity supply systems and fitting		
Baths, toilets, etc.		
Boilers ranges and grates		

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Drains sewers gulleys grease traps man-holes and inspection chambers		
Sewage disposal systems including septic tank filtering media and cesspools (excluding covers and tops)		
Underground water supply pipes wells bore holes reservoirs (and all connected underground installations)		
Water supply systems and fittings situated above ground including pipes tanks cisterns sanitary fittings drinking troughs and pumping equipment		
Hydraulic rams		
Boilers and heating systems		
Fire detections and security systems		
Fences hedges field walls stiles gates and posts cattle grids bridges culverts ponds watercourses sluices ditches roads and yards in and upon the Property		
Removable covers to manholes, inspection chambers and sewage disposal systems		
Broken or cracked tiles or slates		
(b) External works and services.		
Item	Landlord	Tenant
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		
Slurry systems		
Water supply systems – above ground		X
Water supply systems – below ground		X
Electrical supply systems		X
Gas supply systems		
Garden walls and fences		
Yard walls fences and gates		X
Roads and yards		X
Cattle grids		
Field gates and posts		X

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Bridges and culverts		X
Field drains ditches and associated works		X
Field boundaries		X
Water courses reservoirs ponds and associated systems		X
Signs and notices		X

(c) Insurance

Note: Unless a different basis of insurance is indicated in the table below, buildings are to be insured to their full reinstatement value (including professional fees, VAT and associated costs) and not to their modern replacement value. If a different basis of insurance is agreed for different buildings or pieces of equipment or machinery, the table should be modified to reflect the agreement.

Item	Tenant	Landlord	Basis
Dwellings	n/a	n/a	n/a
Other Buildings		X	
Landlords fixed equipment, plant and machinery	n/a	n/a	n/a
Loss of rent for a period of 2 years		X	

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SCHEDULE 5

ENTITLEMENTS, QUOTAS AND SUPPORT PAYMENTS

None. If any entitlements, quotas or support payments become available during the tenancy, they will be become the Landlords upon termination of the tenancy.

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SCHEDULE 6

PART 1 – COMPENSATION ON TERMINATION

1. In this schedule 'Tenant's Improvement' means:
 - (a) any physical improvement made on the Holding by the Tenant by his or her own efforts or wholly or partly at his or her own expense;
 - (b) any intangible advantage obtained for the Holding by the Tenant by his or her own effort or wholly or partly at his or her own expense and which becomes attached to the Holding; or
 - (c) any such physical improvement or intangible advantage made or obtained by a previous tenant of the Holding, or of land comprised in the Holding, and for which the Tenant made an ingoing payment under Clause 3.5(a) of this Agreement.
- 2.1 At the end of the tenancy the Tenant shall be entitled, on quitting the Holding, to receive compensation in accordance with this Schedule in respect of any Tenant's Improvement provided during this tenancy, and, unless compensation has previously been paid for them, for any Tenant's Improvement provided by the Tenant during any earlier tenancy.
- 2.2 The Tenant will not be entitled to compensation for any physical improvement removed from the Holding at the end of this Agreement or any intangible advantage which does not remain attached to the Holding at the end of this Agreement.
- 2.3 In the case of any Tenant's Improvement which does not consist of planning permission the Tenant will not be entitled to compensation unless the Landlord has given consent in writing to the provision of the Tenant's Improvement.
- 2.4 In the case of any Tenant's Improvement which consists of planning permission the Tenant will not be entitled to compensation unless the following conditions are satisfied:
 - (a) the Landlord has given consent in writing to the making of the application for planning permission;
 - (b) such consent is expressed to be given either for the purposes of enabling the Tenant lawfully to provide by his or her own effort or wholly or partly at his or her own expense a specified physical improvement on the Holding, or for the purpose of enabling the Tenant lawfully to effect a specified change of use; and
 - (c) on the termination of this Agreement the specified physical improvement has not been completed or the specified change of use has not been affected.
- 2.5 The Tenant will be entitled to compensation for severed crops, unconsumed hay, straw and silage and farmyard manure left on the Holding after the termination of this Agreement if he or she has been required to leave them on the Holding by notice in writing given by the Landlord, and in any case where such notice is given compensation shall be payable equal to the market value of the items to which the notice relates.

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- 2.6 If the Landlord refuses or fails to give consent to any Tenant's Improvement following a request by the Tenant, or offers to give consent only on conditions unacceptable to the Tenant, the Tenant may give notice in writing to the Landlord requiring that the question be referred to arbitration under Section 19 of the *Agricultural Tenancies Act 1995*.
- 2.7 Approval for a Tenant's Improvement given by an arbitrator shall have effect as if it were the consent of the Landlord.
- 2.8 The Tenant's Improvements specified in Part 2 of this Schedule (if any) shall be deemed to have been the subject of consent in writing given by the Landlord to the Tenant and the Tenant shall be entitled to compensation for such matters although no further consent has been given for them after the start of this Agreement.
- 3.1 The compensation payable to the Tenant for any Tenant's Improvement which does not consist of planning permission shall be the lesser of:
 - (a) any amount agreed by the parties in writing as the maximum sum which shall be payable as compensation in respect of the improvement;
 - (b) the cost to the tenant of making the improvement, where the parties agree in writing that such cost shall be the maximum sum which shall be payable as compensation in respect of the improvement; or
 - (c) (subject to paragraphs 3.2 and 3.3 below) the increase attributable to the improvement in the value of the Holding at the termination of this Agreement as land comprised in a tenancy.
- 3.2 Where the Landlord and the Tenant have entered into an agreement in writing whereby any benefit is given or allowed to the Tenant in consideration of the provision of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement in accordance with paragraph 3.1(c) above shall be reduced by the proportion which the value of the benefit bears to the total cost of providing the improvement.
- 3.3 Where a grant has been made or will be made to the Tenant out of public money in respect of a Tenant's Improvement which does not consist of planning permission, the amount of compensation otherwise payable for that improvement in accordance with paragraph 3.1(c) above shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.
- 3.4 The amount of compensation payable to the Tenant for any Tenant's Improvement which consists of planning permission shall be equal to the increase in the value of the Holding at the termination of this Agreement as land comprised in a tenancy attributable to the fact that the physical improvement or change of use specified in the Landlord's consent referred to in paragraph 2.4(b) above is authorised by the planning permission.
- 3.5 Where the Landlord and the Tenant have entered into an agreement in writing whereby any benefit is given or allowed to the Tenant in consideration of the obtaining of planning permission by the Tenant, the amount of compensation otherwise payable in respect of that permission shall be

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

reduced by the proportion which the value of the benefit bears to the total cost of obtaining the permission.

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

PART 2 – IMPROVEMENTS FOR WHICH LANDLORD'S CONSENT IS HEREBY GIVEN

Any act of husbandry or physical improvement to the Holding made in the normal course of farming, but excluding:

- (a) the provision or improvement of any building or structure or any equipment;
- (b) any act of husbandry or physical improvement contrary to the schedule of cropping agreed for the final year of the term in accordance with Clause 4.2(g).

SCHEDULE 7

REDUNDANT BUILDINGS AND FIXED EQUIPMENT

The following buildings or other items of fixed equipment are agreed to be redundant in accordance with Clause 13.4.

None.

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**FARM BUSINESS TENANCY 2 YEAR FIXED-TERM
AND 3 MONTHS TO 3 MONTHS THEREAFTER****SCHEDULE 8****PART 1 – GOOD HUSBANDRY**

The provisions relating to good husbandry referred to in Clause 4.2(a) are as follows.

1. Taking into account the terms of this Agreement, the character and situation of the Holding and all relevant circumstances, the Tenant will maintain a reasonable standard of husbandry both in terms of the system of farming and the quantity and quality of produce, and at the same time will keep the Holding in good agricultural condition to enable such a standard to be maintained in the future.
2. In considering whether the standard of husbandry achieved by the Tenant is reasonable, regard will be had to the extent to which:
 - (a) the Tenant's farming practices keep the soil, sub-soil and natural and other drainage systems in good condition having regard to the DEFRA Codes of Good Agricultural Practice;
 - (b) grassland is being kept properly mown or grazed, free from pernicious weeds and maintained at an appropriate level of fertility;
 - (c) arable land is being cropped in such a way as to maintain the land clean and in an appropriate state of cultivation and fertility;
 - (d) the Holding is properly stocked (where the system of farming practised requires the keeping of livestock) and an efficient standard of management of livestock is maintained including compliance with current farm animal welfare standards;
 - (e) the necessary steps are being taken for the protection and preservation of crops which have been harvested or lifted or which are in the process of being harvested or lifted;
 - (f) the necessary work of maintenance and repairs is being carried out; and
 - (g) the storage, use and disposal of fuel oil, effluents, manures, slurries, inorganic fertilisers and pesticides complies with the DEFRA Codes of Good Agricultural Practice for the Protection of Water, Soil and Air;
 - (h) any chemicals used on the farm minimise damage to wildlife and are handled and applied in accordance with the COSHH Regulations and the Food and Environment Act Pesticide Codes.
 - (i) watercourses, ponds, marshy areas and other wetland features are conserved and any maintenance work required is undertaken on a rotational basis in autumn and winter only and all watercourses specified in Part 2 of this Schedule are protected by maintaining an uncultivated strip alongside;
 - (j) hedgerows are maintained in good heart and condition and trimmed as late in the year as possible in accordance with any specific provision as to height, width, frequency of cutting or other details specified in Part 2 of this Schedule;
 - (k) care is taken to keep pesticides, fertiliser, slurry and farmyard manure away from field boundaries and watercourses;
 - (j) the Holding is maintained in the condition required by any Entitlement Scheme (as defined in Part 2 of Schedule 5);
 - (m) any additional terms relating to conservation, cultivation or management included in Part 2 of this Schedule are being complied with;

FARM BUSINESS TENANCY 2 YEAR FIXED-TERM AND 3 MONTHS TO 3 MONTHS THEREAFTER

- (n) the Tenant ensures that farm staff and contractors are aware of the husbandry standards required and adopt recommended practices.

PART 2 – Additional terms relating to conservation, cultivation and management

The following additional terms relating to the cultivation and management of the Holding, or to specific fields or areas of the Holding, will apply in accordance with Clause 4.2(a)

None

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The RICS guidance note on the Agricultural Tenancies Act 1995 and the Agricultural Tenancies Act 1995: RICS Supplementary Guidance Note (1998) and any subsequent guidance material released with the RICS FBTA suite should be read in their entirety before any alterations to this agreement is considered.

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