



HOLMEWOOD & LAND AT HOME FARM

LARTINGTON ESTATE, LARTINGTON, BARNARD CASTLE
COUNTY DURHAM, DL12 9DS

GEORGE F. WHITE
RESIDENTIAL . COMMERCIAL . RURAL . DEVELOPMENT

HOLMEWOOD AND LAND AT HOME FARM

LARTINGTON ESTATE, LARTINGTON, BARNARD CASTLE
COUNTY DURHAM, DL12 9DS

APPROXIMATE MILEAGES

Barnard Castle 3 miles - Darlington 19 miles - Durham City 27 miles

PROPERTY SUMMARY

The property comprises the house known as Holmewood and land known as Home Farm being grassland amounting to about 67.53 ha (166.92 acres). Holmewood is a newly refurbished two-bedroom house. There is a range of agricultural buildings including a new build General Purpose Agricultural Building, former Dairy/Milking Parlour and Field Shelter/Hay Barn.

The property is to be let by tender to new and young entrants to farming providing a unique opportunity for young farmers to step onto the farming ladder. The property will be let for a period of five years on a Farm Business Tenancy. At the end of the tenancy the tenants will be expected to vacate the property to give the opportunity to another new farming entrant.

Please refer and follow the Opportunity Guidance and Eligibility Criteria accompanying these details.

HOLMEWOOD AND LAND KNOWN AS HOME FARM AT LARTINGTON IS AVAILABLE TO LET ON A FIVE YEAR FARM BUSINESS TENANCY COMMENCING 13th MAY 2025

TO LET BY TENDER



The Area

Lartington is a highly regarded village lying just to the North West of the historic market town of Barnard Castle. Originally an estate village, it comprises an interesting variety of houses and cottages being dominated by Lartington Hall to the eastern fringe. Barnard Castle, just 5 minutes by car, supports a range of shopping, educational and recreational facilities and has many renowned beauty spots surrounding. The North Yorkshire Dales/Moors and Lake District are both within easy reach. For the commuter the A66, A67 and A1(M) provide links with the major commercial centres of the North East. Darlington Main Line Railway Station and Teesside International Airport offer further communications with the rest of the country.

The Property

The property comprises the house known as Holmewood and land known as Home Farm being grassland amounting up to 67.56 ha (166.9 acres).

Holmewood is a new conversion of the original Lartington Estate's former Joiner's Shop and will provide two-bedroom accommodation. The main bedroom has an ensuite bathroom and the second bedroom an ensuite shower room. It has been converted to a high standard to

provide a contemporary home.

Land at Home Farm

In total, Home Farm land extends to approximately 67.56 hectares (166.92 acres). The land provides both permanent pasture and meadow in a range of manageable field sizes of regular shape. The land sits within a ring fence. A railway bridge restricts access of large machinery to some of the land; although access to the large meadow is not restricted by the bridge. In recent years the land has been used for mowing and grazing. The tenants should show a keen interest in environmental land management. The land could include a species rich meadow (14.16 acres/5.73ha) adjacent to the River Tees and special farming methods apply to retain the meadow's status. The Parkland is A Grade II Registered Park (ref; 10000731 Historic England)

The holding will be let on a Farm Business Tenancy commencing 13th May 2025. The owner is keen to support new entrants into a farming career by offering Holmewood cottage and land at Home Farm on a new tenancy arrangement.

The tenant will need to manage the land in a sound, productive manner with the environment in mind. With their tender submission they will have to initially provide a Brief Plan showing how they will





farm the land and consideration of their exit strategy for the end of the term. Please refer to the “Opportunity Guidelines and Eligibility Criteria” herewith. A shortlist of applicants will be drawn up based on the applicants’ brief plans and thereafter a full Business Plan will be required if shortlisted applicants wish to go forward for selection and interview for the tenancy. The tenancy is available to those who meet the criteria set out in the “Opportunity & Eligibility Guidelines”

Farm Buildings

A new General Purpose Agricultural Building was erected in November 2024. The building measures approx. 12.9m x 12.9m. In addition the former Dairy/ Milking Parlour and Field Shelter/Hay Storage Barn are available. Applicants should consider their requirements and what use they may have for the buildings and incorporate this into their tender application.

Environmental Stewardship

There are no existing Sustainable Farming Incentive (SFI), Environmental or Countryside Stewardship schemes across the land. The Landlord welcomes the incoming Tenants’ proposals for SFI and agri-environment scheme entry subject to the Landlord’s consent on the Scheme.; in particular in respect of the species rich

meadow known as “Mayhew’s Meadow”.

Conditions of Tenure

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

Completed tender forms and brief plan should be returned by email: carolynmilburn@georgefwhite.co.uk or post to Miss Carolyn A Milburn FRICS at GFW LLP, Wentworth House, Wentworth Place, Hexham, Northumberland NE46 3PD in a sealed envelope clearly marked “Tender for Holmewood & Home Farm” no later than **12 noon 31st January 2025**. The tenancy is open to new, young entrants and those keen to farm and the short-listed tenderers must provide evidence and a business plan setting out their farming proposal and why they consider themselves to meet the eligibility criteria. The tenderer should also include within their business plan proposals for their exit strategy at the end of the term. Please refer to the Opportunity & Eligibility Guidance herewith.

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

A shortlist of applicants will be invited to provide a full business plan and interview with the Landlord.

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

Farm Business Tenancy (FBT)

All tenders must be submitted using the prescribed tender form contained in the letting pack. and provide a brief plan

Term: Five Year Term—entry from 13th May 2024 until 12th November 2030.

The tenancy can be determined on either Landlord or Tenant giving 12 months' notice ending on a term date.

Rent: Payable monthly in advance

Rent Review: Subject to three yearly rent reviews.

Repairs: The tenant will be responsible for putting and keeping the land in good order in accordance with the repairing obligations set out in the Farm Business Tenancy a copy of which is available.

Use: Agricultural only. Diversification schemes may be considered and will be subject to Landlord's consent.

Occupation: It is a condition of the tenancy that the tenants reside in Holmewood.

In-going valuation: none envisaged.

Tenure & Possession

The holding will be offered on a five year Farm Business Tenancy (FBT) arrangement. It is a condition of the tenancy that the tenants will be a new entrant to farming and will meet the eligibility criteria. The tenancy will only be available for five years. The purpose of the tenancy is to provide a unique opportunity for new entrants to farming to enter into a FBT. Guidelines for this Opportunity are enclosed with these Particulars.

Rights of Way

Please note that there are a series of public footpaths and bridleways running through the site. Interested parties are advised to perform their own investigations as to the exact routes.

EPC Rating

This property has been certified with an EPC Rating of C.

Local Authority

Durham County Council. Band E.

Utilities

The property benefits from mains gas, water and electricity. The central heating system is powered by a gas combination boiler. Drainage is to a private sewage treatment plan.





Parking

There is ample off road parking available for numerous vehicles at the front of the property.

Characteristics

Broadband is not currently connected but is available for connection. Mobile coverage is available, interested parties are advised to perform their own due diligence in respect of availability.

The property is located within a Conservation area.

what3words

Every three metre square of the world has been given a unique combination of three What 3 words.

[///daydreams.offers.impaired](#)

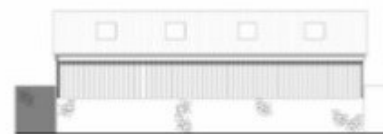
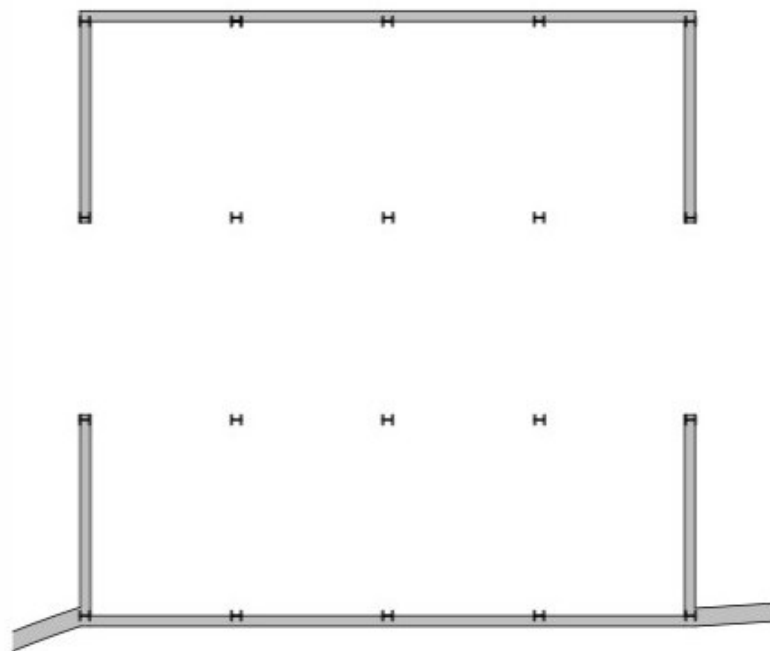
Viewings

Viewing days will be held on 8th January and 16th January 2025 between 10am and 12 noon. Access to the inside of the house, Holmewood, will only be available to view once a shortlist of applicants has been made. Please advise the Agents if you intend to attend a viewing day. Attendance at a viewing day is strictly by prior appointment only with George F White LLP

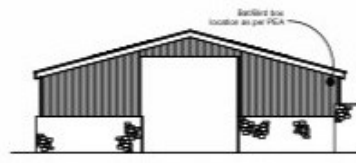
Important Notice

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.

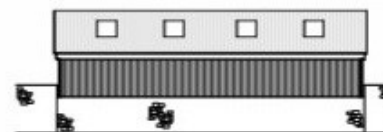




③ Proposed North Elevation
1 : 100



① Proposed West Elevation
1 : 100



④ Proposed South Elevation
1 : 100



② Proposed East Elevation
1 : 100

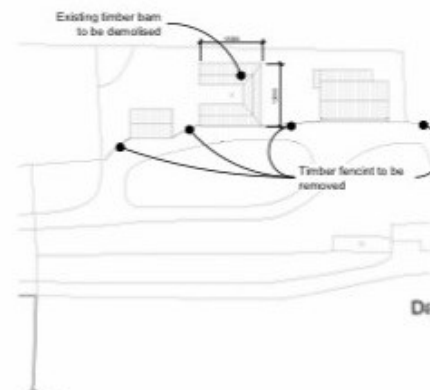
⑤ 10 Proposed Ground Floor
1 : 50



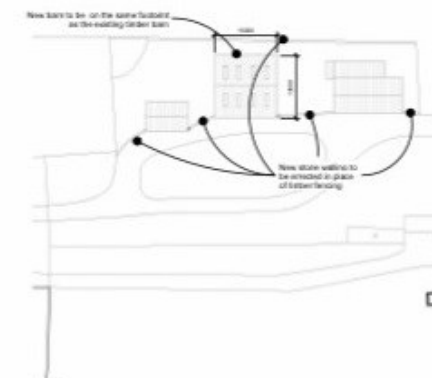
⑥ 3D View 1



⑧ 3D View 2



⑨ Site Existing
1 : 500

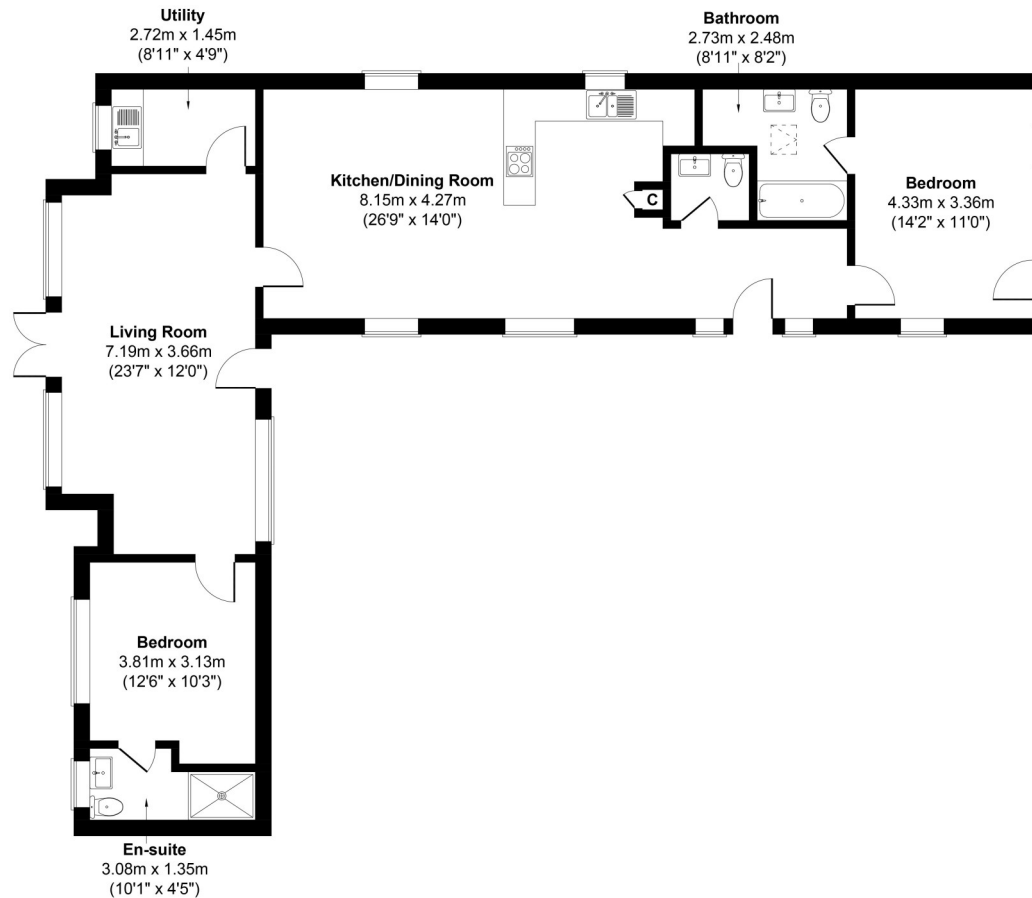


⑦ Site Proposed
1 : 500

PROPOSED PLAN FOR BARN

HOLMEWOOD AND LAND AT HOME FARM

© Crown copyright and database rights 2021 OS Licence Number 0100031673. You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.
Not to scale. For illustration purposes only.



GEORGE F. WHITE
RESIDENTIAL . COMMERCIAL . RURAL . DEVELOPMENT

Total Area: approx. 108.4 sq. meters (1166.8 sq. feet)

Whilst every attempt has been made to ensure the accuracy of the floorplans contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission or mis-statement. This plan is not drawn to scale and is for illustrative purposes only & should be used as such by any prospective purchaser.
Created especially for George F White by Vue3sixty Ltd

FLOOR PLAN
HOLMEWOOD

© Crown copyright and database rights 2021 OS Licence Number 0100031673. You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.
Not to scale. For illustration purposes only.

ELIGIBILITY CRITERIA

NEXT GENERATION FARMERS' SCHEME

GENERAL

Lartington Estates Limited (the Landlord) is launching a charitable project which is committed to broadening the opportunity for young farmers in financial and other charitable need.

The Next Generation Farmers' Scheme (**NGFS**) is a scheme designed to provide an opportunity for farming tenants to Farm The Home Farm & reside in a Farmhouse (**Holmewood**) at Home Farm, Lartington, Barnard Castle, Co. Durham, DL12 9DS on the Lartington Estate for five years. The purpose of NGFS is to support those at the start of their career in farming to develop their skills, to cultivate their experience, and to operate and maintain a working farm (**Beneficiaries**). Throughout that time, they will gain valuable work experience and prepare themselves for a sustainable career in farming.

After a period of 5 years in the NGFS, it is expected for those who have progressed through the scheme to further their career in farming by taking on a permanent farm tenancy (outside of the NGFS), and to enter into the industry with the skills and experience needed to sustain their farming into the future.

Applications to the NGFS shall be reviewed on their own merit and the Landlord retains the discretion to refuse or accept any application to the scheme.

Awareness - information provided by the Landlord alerting persons to the possibility of accessing the NGFS must ensure that the applicant understands the process set out in this policy and is required to provide relevant financial application in support of their application to the NGFS.

Applicants must be able to demonstrate that they are in financial or other charitable need in order to be considered eligible for the NGFS. Financial and charitable eligibility considerations are set out in appendix 1.

THE APPLICATION PROCESS

Applicants will be required to complete a submission to the Landlord including their Business Plan, as required by the NGFS Opportunity Guidance from time to time approved by the Landlord which can be found here {INSERT LINK} and provide all required details before the Landlord considers the request. The information provided by applicants should include:

- The names of those who are to be involved with the NGFS and their background, experience and any relevant qualifications in farming (or similar);
- Details of why they consider the NGFS will benefit their longer-term plans to enter the farming industry;
- Provide adequate information regarding the identity and financial status of the applicant and any partner and dependants (as applicable) and/or of the status of the person(s) who will carry out the project/work;
- Confirm that they meet the Residence Criteria; being they reside in County Durham, North Yorkshire (**Area of Benefit**) and have so resided for at least 2 years prior to making the application, or they have otherwise resided in the Area of Benefit for a period of 5 years or more during their lifetime.
- Provide details of three organisations or individuals prepared to provide a reference on behalf of the grant applicant as per the NGFS Opportunity Guidance;
- and
- State that the applicant undertakes to comply with the terms and conditions of a farm tenancy arrangement between the Landlord and the grant recipient and agree to be bound by them.

Applicants must provide proof of identity and address, and where appropriate for their partners and dependents.



The Landlord will not make any decision until they have fully considered all material submitted by the applicant and have sought to verify it wherever possible. The Landlord must be satisfied that all due diligence measures have been taken, and that the application of the property and any funds provided in support of an applicant will be for an exclusively charitable cause.

THE CASE FOR ASSISTANCE

- Suitability – in assessing a person's suitability, attention will be given to the financial need of the applicant and their circumstances. Each applicant to whom support is offered should be determined ready to manage the facilities provided under the NGFS.
- Financial limitations – Each case is assessed on its own merits and awards are made accordingly subject to the Landlord's ability to make provision for the applicant which is targeted at supporting their effective progress through the NGFS.

ANNUAL REVIEW

All Beneficiaries will be reviewed annually to assess any change in circumstances which may influence the following year on the NGFS.

The provision of support will only be withdrawn in exceptional circumstances, but the Landlord reserves the right to withdraw support through the NGFS in the event of fraud, mis-representation of financial circumstances, or change in circumstance such that it becomes inequitable or no longer charitable to make the award. This is determined by the Landlord in their discretion.

CONFIDENTIALITY AND CONFLICTS OF INTEREST

The Landlord respects the confidentiality of awards made to applicants and their dependants and recipients and will hold this information in confidence.

The personal data provided to us by applicants will: a) be used to inform our decision-making; and b) be used by us to interact with successful applicants through their NGFS.

Appendix 1

Financial criteria – the Landlord will be guided by the following (which will be reviewed annually)

Income threshold:

- Combined annual income of 60% or less of the average weekly earnings of a person employed in the UK (by reference to the latest published figures)

Capital threshold:

- Combined capital assets (including property and investments) of £100,000 or less

Other charitable criteria

Other factors which will be considered by the Landlord in their discretion:

- the applicant is in need by virtue of their youth;
- the applicant has a protected characteristic under the Equality Act 2010;
- the applicant has suffered or experienced some other social or community disadvantage;
- the applicant demonstrates some other charitable need.

Lartington Estates Ltd.



HOLMEWOOD

NEW ENTRANT TO FARMING

FIVE YEAR FARM BUSINESS TENANCY OPPORTUNITY



On behalf of
Lartington Estates Ltd

An opportunity for a
Five Year Farm Business Tenancy
Open to New Entrants to Farming.

- Area of grassland 166.9 acres (67.54 ha) available
- 2 bedroom newly converted, high specification stone built cottage
 - Small range of outbuildings
- New Agricultural General Purpose Building

Tenders to be received by:
12 Noon - 31st January 2024

By post or email to:

Miss Carolyn A Milburn FRICS
GFW LLP
Wentworth House
Wentworth Park
HEXHAM
Northumberland
NE46 3PD

carolynmilburn@georgefwhite.co.uk



THE OPPORTUNITY

GFW LLP are pleased to offer on behalf of Lartington Estates Ltd an exciting opportunity for new farming entrants for Home Farm, Lartington DL12 9BW.

The vision is to offer new and young farming entrants the opportunity to take on tenancy and give them a start within the farming sector. The tenancy will be a five year Farm Business Tenancy Agreement commencing May 2025.

Successful applicants will be looking to start a farm business and by the end of the term should be capable and wanting to apply for an alternative farm tenancy, developing a sustainable career for themselves in farming. Applicants should be factoring into their business plan their exit strategy and future plans at the end of the five year term.

The tenant(s) will be required to live in the newly converted two bedroom cottage known as Holmewood on the Lartington Estate and run a livestock enterprise on the 67.54 ha (166.91 acres) land known as Home Farm.

This document gives a guideline for what the Landlord is looking to offer, and the eligibility criteria but details of the tenancy will be agreed with the successful tenants. A draft Farm Business Tenancy Agreement with terms of the tenancy agreement accompanies this guideline for information only.

THE HOLDING

Holmewood forms part of the Lartington Estate, situated next to the village of Lartington 3 miles from Barnard Castle, Co. Durham. The farm consists of a two bedroom cottage (Holmewood) newly converted from the former Estate Joiner's Shop. Holmewood will become the tenants' primary residence. Available farm buildings include a field barn, a former dairy/milking parlour and newly erected general purpose building (note over-wintering of livestock within buildings is prohibited).

The property is maintained to an extremely high standard and continuing this approach will be paramount for the future tenancy.

The land consists of:

Home Farmland: Pasture and Meadow land:

As shown on the plan the land outlined in red amounts to 61.83 hectares (152.76 acres) or thereabouts of permanent pasture and meadow.

The Park forms part of Home Farm, Lartington.

Identified on the plan the Lartington Hall Park amounts to 30.36 ha (75.04 acres) or thereabouts of permanent ridge and furrow grassland and is a grade II Registered Park [LARTINGTON HALL, Cotherstone - 1000731 | Historic England](#)

Farm – Pasture & Meadow Land

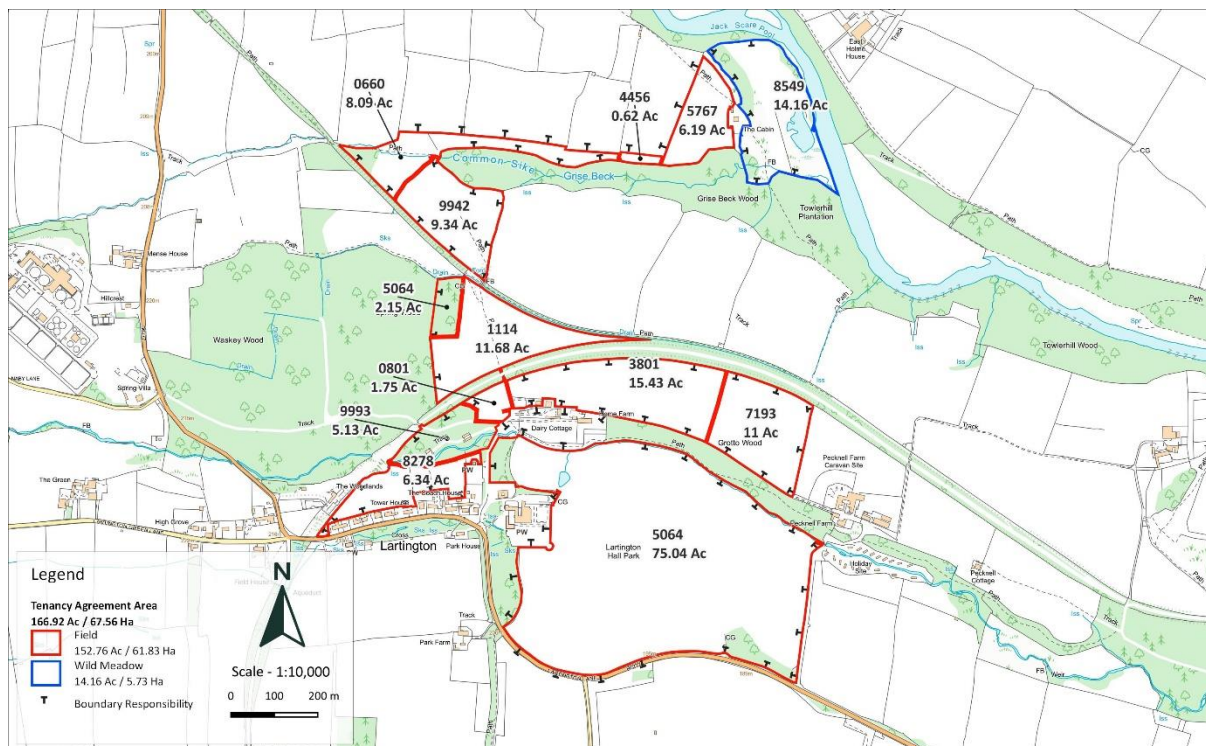
The remaining farm land amounts to 31.47 ha (77.75 Acre) of pasture and meadow.
All the farmland is registered with the Rural Payments Agency.

The land known as “Mayhew’s Meadow” coloured blue on the plan is a species rich grassland and should be farmed to retain its grass and wildflower species. Mayhew’s Meadow amounts to 5.73ha (14.16 acres) or thereabouts. For the Landlord to include the Mayhew’s Meadow within the Farm Business Tenancy Agreement the prospective tenants must include provisions/ideas for its management within their business plan.

No over-wintering of stock indoors will be allowed.

Responsibility for boundaries is shown by an inward ‘T’ mark on the plan.

PLAN OF LAND





FIVE YEAR FARM BUSINESS TENANCY TENDER

A five-year Farm Business Tenancy commencing 13th May 2025 is offered. A draft of the Farm Business Tenancy is enclosed.

- The Term: Five Years
- First day of the Term: 13th May 2025
- The Last day of the Term: 12th May 2030
- Either the Landlord or the Tenants may bring the Agreement to an end before the Last Day of the Term by giving to the other party at least twelve months' notice in writing expiring on any anniversary of the date of the Agreement.
- Rent to be tendered and agreed. Rent is payable monthly in equal instalments in advance
- The Tenants will be responsible for all outgoings i.e. Council Tax, Water Rates, Electricity etc.
- Rent Days – monthly
- Rent Review at year 3 in accordance with Part II of the Agricultural Tenancies Act 1995.
- The Tenant will use the Holding for agricultural purposes only however tenders may include diversification ideas which can be considered by the Landlord.
- Break clause on 12 months' notice either way expiring on an anniversary of the agreement.
- Buildings Insurance: payable by the Landlord.
- Maintenance and Repair – refer to draft Farm Business Tenancy Schedule 4.
- Tenants will be responsible for maintenance of boundaries marked with an inward 'T' mark on the tenancy plan.
- The Landlord will be open to the tenant applying for the SFI and environmental schemes with agreement.
- Sub-letting is prohibited.
- This is a grass farm – land is for grazing and mowing only.
- Tenant must maintain soil at correct indices and pH
- Tenant to cut/maintain hedges.
- Use of sewage sludge is prohibited.
- Tenant to report on the delivery of their business plan throughout the Term and to demonstrate that they continue to meet the eligibility criteria

The purpose of the tenancy is to allow new, young farming entrants to take up the opportunity of letting a farm and proving themselves capable to provide a step towards gaining another farm tenancy in the future. The prospective tenants should therefore be aware that they will need to set out their exit strategy for when the five year term ends and their future plans to take forward the skills and experienced gained, into a longer term career in farming. The tenancy will not be relet to the successful applicant at the end of the term.

The Landlord is willing to provide a “Mentor” to assist the tenant during their tenure particularly regarding their farming regime, repairs and maintenance of the farm, ensuring the tenancy obligations are being met and help with working towards their exit strategy and future farming career.

When tendering, the applicants should provide within their tender a **brief** business plan. This will be used for short-listing purposes. You may include, but not be limited to:

- Farming background and experience
- Agricultural qualifications

- Brief details of any existing holdings and current farm business



- Brief proposals for environmental management
- Brief proposals for your farming
- Advice on funding.
- Why you consider you qualify and meet the eligibility for the tenancy as a new entrant to farming.

Shortlisted Applicants will be expected to attend interview and provide a five year business plan which should include, but not be limited to:

- Summary of their farming history and background. Their skills and interests and experience.
- A summary of what livestock would be proposed to run on the farm to include details on what stock you would bring to the enterprise and numbers you would be looking to achieve. Details also of cattle and sheep breeds and farming policy i.e. wintering of stock and grazing policies.
- Ideas for management of Mayhew's Meadow which will be included within the tenancy at the Landlord's discretion.
- Scale of business: a summary of the scale of the business you wish to achieve i.e. stocking numbers, area required, infrastructure required and how you will go about implementing that over the 5 year Term.
- Information as to ideas for diversification ventures for example stock other than sheep and cattle (noting this would need landlord consent).
- A budget spreadsheet showing the business from year 1 through to year 5 and showing how you will develop a sustainable business into the future. Please include in that any funding requirements, and how you propose to raise such funding.
- References: to include a farming experience reference, financial reference and personal character reference.

The tenant will manage the Holding in accordance with the terms substantially set out in the Business Plan and will be expected to report on progress by reference to the delivery of the Business Plan during the term of the tenancy and how the tenant is achieving any relevant milestones within that Business Plan.

Tenants' eligibility and preference:

Candidates must meet the eligibility criteria set out at schedule 1 and must continue to do so during the Term.

GFW LLP
Wentworth House
Hexham
Northumberland
NE46 3PD
carolynmilburn@georgefwhite.co.uk
0333 920 2220

AGREEMENT

for a

FARM BUSINESS TENANCY

(Fixed term)

of

Holmewood and land at Home Farm, Lartington, Barnard Castle, Co. Durham

Between

Landlord

Lartington Estate Ltd

and

Tenant

[]

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 (9th edition 2024) the copyright of which is owned by the Royal Institution of Chartered Surveyors (RICS).

IMPORTANT

A lease of more than seven years is required to be completed by registration under the Land Registration Act 2002 and must include the following information required by Schedule 1A, Land Registration Rules 2003. In the case of leases for seven years or less the prescribed information may be omitted and the lease may commence with the Particulars.

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred*
- *Vertical or horizontal lines, or both, may be omitted*

| | |
|--|---|
| LR1. Date of lease | [] |
| LR2. Title number(s) | <p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> |
| <p>LR3. Parties to this lease</p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p> | <p>Landlord</p> <p>Tenant</p> <p>Other parties <i>Specify capacity of each party, for example 'guarantor', etc.</i></p> |

| | |
|--|--|
| <p>LR4. Property</p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease.</i></p> | <p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>All that property known as [] situated at [] in the County of [] full particulars of which are contained in Schedule 1.</p> |
| <p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> | <p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), or 180 (dispositions by a charity) of the Land Registration Rules 2003.</p> |
| <p>LR6. Term for which the Property is leased</p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> | <p>The Term is as follows:</p> <p>A term of [5?] years commencing on [] and ending on [date].</p> |
| <p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p> | <p>[]</p> |

| | |
|---|---|
| LR8. Prohibitions or restrictions on disposing of this lease | <p>This lease contains a provision that prohibits or restricts dispositions (Clause 6 Assignment and subletting).</p> |
| LR9. Rights of acquisition etc. | <p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p> |
| LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property | <p>None</p> |
| LR11. Easements | <p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See Part 2 of Schedule 2: Rights granted by the Landlord for the benefit of the Holding</p> <p>LR11.2 Easements granted or reserved by this lease</p> |

| | |
|---|---|
| | <p>over the Property for the benefit of other property</p> <p>See Part 1 of Schedule 2: Rights reserved by the Landlord</p> |
| <p>LR12. Estate rent charge burdening the Property</p> | <p>None</p> |
| <p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p> | <p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p> |
| <p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person,</i></p> | <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> |

FARM BUSINESS TENANCY – FIXED TERM

| | |
|--|--|
| <i>complete this clause by omitting or deleting all inapplicable alternative statements.</i> | <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p> |
|--|--|

FARM BUSINESS TENANCY – FIXED TERM

PARTICULARS

| | |
|---------------------------|---|
| The Landlord | Lartington Estates Limited of c/o GFW LLP of 4-6 Market Street, Alnwick, Northumberland, NE55 1TL, its successors and assigns |
| The Tenant | [] of [] |
| The Guarantor | [] of [] |
| The Holding | All that property known as Holmewood and land at Home Farm situated at Lartington in the County of Durham – full particulars of which are contained in Schedule 1 |
| The Term | Five years |
| The Business Plan | The business plan submitted by the Tenant to the Landlord in support of its application for the Holding |
| The Eligibility Criteria | The criteria which was met by the Tenant at the time of taking the Holding and which remains applicable to the Tenant throughout the Term |
| The Opportunity Guidance | The guidance published by the Landlord in relation to the Holding and in accordance with which the Tenant applied for the Holding |
| The First day of the Term | 13 th May 2025 |
| The Last day of the Term | 12 th May 2030 |
| The Rent | |

FARM BUSINESS TENANCY – FIXED TERM

£..... per year and any new rent fixed under Schedule 3

The Rent Days: The thirteenth day of each calendar month.

The First Rent Day The 13th May 2025

The Prescribed Rate The base rate for the time being of Barclays Bank plc. plus 4%

The Break Clause
Dates 13th May 2028

The Review Dates Under Schedule 3, Part 2 the review dates are as follows: 13th
May 2028

FARM BUSINESS TENANCY – FIXED TERM

This Agreement is made on the [] day of [] Two thousand and Twenty Five BETWEEN the Landlord and the Tenant [and the Guarantor].

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 Particulars
- (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 First Day of the Term for the Term and then from year to year unless this Agreement is ended under Clause 10.1.
- 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.
- 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 I 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 use their best endeavours to 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.
 - (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. Deadstock must be removed within 48 hours and without undue delay.
 - (g) Before the start of the last year of the Term the Tenant will agree a schedule of cropping with the Landlord and will implement that schedule during the last year.
- 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, Acts of Senedd Cymru, secondary legislation, regulations, by-laws and codes of practice applicable to the Holding, the conduct of the Tenant's business on the Holding, the preservation of protected species and 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. The Tenant will manage the Holding in accordance with the terms substantially set out in the Business Plan.
- 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.

FARM BUSINESS TENANCY – FIXED TERM

- 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 which shall not be unreasonably withheld or delayed.
- 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 them to do, the Landlord may give them 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 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 their 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.

FARM BUSINESS TENANCY – FIXED TERM

- 5.7 The Tenant agrees to insure for their full replacement value their 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.
- 5.9 The Tenant will insure to an adequate level of cover (such cover to be for a sum of not less than ten 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 unless permitted to do so under sub-clauses (b) to (e) below.
 - (b) The Tenant may not assign, sublet, part with possession or share occupation of any dwelling on the Holding unless the landlord has given written consent in advance.
 - (c) ~~The Tenant may sublet any building on the Holding for a use other than for agriculture provided such subletting is for a term expiring before the end of the fixed Term of this Agreement and is on terms which exclude the application of section 24 to 28 of the *Landlord and Tenant Act* 1954 and the Landlord has given written consent in advance (which will not be unreasonably refused).~~
 - (d) 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 on the Holding are available to the Landlord at the end of the Term (but

the Tenant will not be required to provide suitable alternative accommodation in order to recover possession from any person entitled to security of tenure).

- 6.3 The Landlord may assign its rights and responsibilities under this tenancy by written notice to the Tenant.

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
 - (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 The Tenant will provide the Landlord with reports each 6 months during the Term in relation to its use and management of the Holding, in such format as the Landlord may reasonably require from time to time. This will include a report by the Tenant on its management of the Holding by reference to the delivery of the Business Plan and how the Tenant is achieving any relevant milestones within that Business Plan, identifying any areas of concern or requiring further development.
- 7.5 If the Tenant dies during the Term their executors or administrators must give written notice of their death to the Landlord within one month of the date of death.
- 7.6 The Tenant will permit the Landlord to hold not more than two viewing days during the last six months of the Term when any person invited by the Landlord may view any part of the Holding.
- 7.7 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 On quitting the Holding at the end of the Term, 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 Term, the Tenant must give up possession of the Holding to the Landlord leaving it tidy and in a condition consistent with the Tenant having complied with all of their obligations under this Agreement and having first removed from the Holding any waste materials including tyres, polythene, scrap metal, redundant vehicles or machinery, or other items not reasonably required for the future farming of the Holding.
- 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 them 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 their 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.
- 9.4 If the Landlord fails to do any work that this Agreement requires them to do and the Tenant gives them written notice to do it the Landlord 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 Landlord fails to comply with the notice, to permit the Tenant to do the work and recover the reasonable cost from the Landlord.
- 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).
- 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 twelve months' notice in writing expiring on the Last Day of the Term.

10.2 Notwithstanding clause 10.1, either the Landlord or the Tenant may bring this Agreement to an end before the Last Day of the Term by giving to the other party at least twelve months' notice in writing expiring on any anniversary of the date of this Agreement.

10.3

- 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 their obligations, or if the Tenant fails to continue to qualify under the Eligibility Criteria or if a receiving order is made against them or if a meeting of their 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 at any time of any part of the Holding (not being greater than one tenth of the total area of the Holding at that time and not including any area in respect of which the Tenant has been given consent for a non-agricultural use) 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 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 their obligations under this Agreement. The Guarantor's obligation will remain in force even if the Landlord allows the Tenant extra time to comply with their obligations or does not insist on strict compliance by the Tenant with their 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 them 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.

- 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 their 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).
- 12.8 In the event of any conflict or dispute arising between the Landlord and the Tenant, they respectively agree that, as part of a wider aim of seeking to resolve any such conflict or dispute in a reasonable, constructive, proportionate and timely manner, they will actively consider making use of alternative forms of dispute resolution (including the RICS Conflict Avoidance Process for the Rural Sector) before referring any dispute to arbitration or expert determination.
- 12.9 This Agreement and any disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

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 them or leaving it at their proper address or sending it to their 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, they may do so at their 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, they 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, they will direct that it should be included in Schedule 7 and Clause 13.4(a) will apply to it.
- 13.5 Each party shall bear their own costs of the preparation, approval and completion of this Agreement. The Tenant shall be responsible for submitting the Stamp Duty Land Tax return and for the payment of any Stamp Duty Land Tax payable in respect of this Agreement.
- 13.6 If this Agreement is for a term of more than seven years the Tenant shall register it under the *Land Registration Act 2002*, and the Landlord shall provide such information as the Tenant

reasonably requires but shall not be obliged to do more than is necessary to enable the Tenant to register the Agreement with good leasehold title.

- 13.7 No person shall be entitled to rights under this Agreement by virtue of section 1 of the *Contracts (Rights of Third Parties) Act 1999*.
- 13.8 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, they shall be entitled to be compensated by the other for that loss or expense.
- 13.9 This Agreement which by reference incorporates the Eligibility Criteria contains the whole agreement between the Landlord and the Tenant concerning the Holding.
- 13.10 The parties confirm that there is no Agreement for Lease to which this Agreement gives effect.
- 13.11 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

FARM BUSINESS TENANCY – FIXED TERM

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:

FARM BUSINESS TENANCY – FIXED TERM

Witness:

Guarantor:

Witness's occupation:

Witness's address:

DRAFT - Subject to Contract

SCHEDULE 1**THE HOLDING**

NOTE: If it is agreed that the Tenant should be entitled to use any part of the Holding for one purpose only (e.g. as permanent pasture) then Column 3 should be completed.

| Ordnance survey reference | Acres | Field Name | Restricted use under Clause 4.1(b) |
|--|--------------|-------------------|---|
| 8549 | 14.16 | Mayhew's Meadow | To be managed as a Wildflower Meadow |
| 5767 | 6.19 | | Pasture |
| 4456 | 0.62 | | Pasture |
| 0660 | 8.09 | | Pasture |
| 9942 | 9.34 | | Pasture |
| 5064 | 2.15 | | Pasture/scrub |
| 1114 | 11.68 | | Pasture/Meadow |
| 0801 | 1.75 | | Pasture |
| 3801 | 15.43 | | Meadow |
| 7193 | 11.00 | | Meadow |
| 8278 | 6.34 | | Pasture |

FARM BUSINESS TENANCY – FIXED TERM

| | | | |
|---------------|--------|----------------------------------|-----------------------|
| 5064 | 75.04 | The Park | Rigg & Furrow Pasture |
| 9993 | 5.13 | Holmewood & yard and woodland | Homestead. |
| Total: | 166.92 | | |

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 their 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 including with vehicles 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.

PART 2 – RIGHTS GRANTED BY THE LANDLORD FOR THE BENEFIT OF THE HOLDING

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

[List any easements or other rights granted by the Landlord to the Tenant over land belonging to the Landlord not comprised in the Holding]

SCHEDULE 3

RENT REVIEW

NOTE: The Rent payable by the Tenant shall be reviewed under Part 1 or Part 2 or Part 3 of this Schedule. Part 1 shall be used unless it has been struck through or deleted, in which case Part 2 shall be used unless it has been struck through or deleted in which case Part 3 shall be used.

PART 1 – 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

~~PART 2 – RENT REVIEW TO OPEN MARKET VALUE AT FIXED INTERVALS~~

- ~~2. In this Part of this Schedule:~~

~~'the Review Date' means each of the dates specified in the Particulars or if no date is specified, the third anniversary of the Term Commencement Date and each subsequent third anniversary thereafter~~

~~'the Market Rent' means a rent determined in accordance with paragraphs 3.1 and 3.2 below and~~

~~'Tenant's Improvements' mean:~~

- (a) ~~any physical improvement which is made on the Holding by the Tenant by their own effort or wholly or partly at their own expense or~~
- (b) ~~any intangible advantage obtained for the Holding by the Tenant by their own effort or wholly or partly at their own expense and which becomes attached to the Holding or~~
- (c) ~~any such physical improvement or intangible advantage made or obtained by a previous tenant of the Holding and for which the Tenant made an ingoing payment under Clause 3.5(a) of this Agreement.~~

3.1 ~~With effect from each Review Date the rent payable under this Agreement shall be the Market Rent for the Holding at that Review Date.~~

3.2 ~~The Market Rent at each Review Date shall either be:~~

- (a) ~~the amount agreed in writing by the Landlord and the Tenant at any time or~~
- (b) ~~the amount determined by a suitably qualified person acting either as an expert (whose decision shall be final) or as an arbitrator appointed by agreement between the parties at any time or~~
- (c) ~~the amount determined by a suitably qualified person acting as an arbitrator appointed by the RICS President following an application made by either party at any time not earlier than six months before the Review Date.~~

3.3 ~~If the person appointed under paragraph 1.2 above refuses to act or is incapable of acting for any reason the parties may appoint another in their place by agreement or alternatively either party may apply to the RICS President for the appointment of a new arbitrator.~~

4.1 ~~The Market Rent to be determined by the Arbitrator or expert shall be the Rent at which the Holding might reasonably be expected to be let on the open market by a willing landlord to a willing tenant on the Review Date taking into account (subject to paragraphs 4.2 and 4.3 below) all relevant factors including the terms of this tenancy.~~

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

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

4.3 ~~In determining the Market Rent the Arbitrator or expert:~~

- (a) ~~shall disregard any effect on the Rent of the fact that the Tenant is in occupation of the Holding and~~
- (b) ~~shall not fix the Rent at a lower amount by reason of any dilapidation or deterioration to, or any damage to, buildings or land caused or permitted by the Tenant.~~

5.1 ~~If, by any Review Date the Market Rent has not yet been ascertained under paragraph 3.2 above the right to a rent review will continue, and until the review takes place the Tenant shall continue to pay the Rent which was payable immediately before that Review Date. Fourteen days after the Market Rent has been ascertained the Tenant shall pay to the Landlord or the Landlord shall reimburse to the Tenant as the case may be any accrued difference between the Market Rent and the rent payable immediately before the Review Date together with interest on the difference at the Prescribed Rate.~~

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

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

5.4—Part 2 of the *Agricultural Tenancies Act 1995* does not apply to this Agreement.

~~PART 3 – RENT REVIEW IN ACCORDANCE WITH SECTION 12, SCHEDULE 2, AGRICULTURAL HOLDINGS ACT 1986~~

6.1—The Rent shall be subject to review as if the tenancy created by this Agreement was a tenancy of an agricultural Holding to which section 12 and Schedule 2, *Agricultural Holdings Act 1986* applied.

6.2—Part 2 of the *Agricultural Tenancies Act 1995* does not apply to this Agreement.

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 and maintenance of dwellings

| Item | Tenant | Landlord |
|--|--------|----------|
| Roofs including chimneys | | 100% |
| Exterior walls and main structural timbers | | 100% |
| Interior walls | | 100% |
| Ceilings and internal plastering | | 100% |
| Ceiling and floor joists | | 100% |
| Floors | | 100% |
| Staircases | | 100% |
| Doors | | 100% |

FARM BUSINESS TENANCY – FIXED TERM

| | | |
|---|--|--------------|
| Windows and skylights | | 100% |
| Gutters and downpipes | Tenant to be responsible for cleaning rainwater goods. | 100% |
| Baths, toilets etc. | | 100% |
| Electrical installations including fittings | | 100% |
| Water pipes | | 100% |
| Foul drainage systems | Tenant to be responsible for emptying of Plant, maintenance, servicing and electric power costs. | 100% Renewal |
| Boilers and heating systems | Tenant responsible for all servicing costs. | 100% Renewal |
| Internal decorations and treatments | | 100% |
| External decorations and treatments | | 100% |
| Fire detection and security systems | | 100% |

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

| Item | Tenant | Landlord |
|--------------------------|--------|----------|
| Roofs including chimneys | | 100% |

FARM BUSINESS TENANCY – FIXED TERM

| | | |
|---------------------------------------|--|------|
| Structural frames and walls | | 100% |
| Cladding | | 100% |
| Floors | | 100% |
| Doors and gates | | 100% |
| Windows | | 100% |
| Staircases and fixed ladders | | 100% |
| Gutters and downpipes | Tenant to be responsible for cleaning and repair of rainwater goods. | 100% |
| Electrical installations and fittings | | 100% |
| Water supplies and fittings | | 100% |
| Foul drainage facilities | | 100% |
| Fixtures and fittings | | 100% |
| External decorations and treatments | | 100% |
| Internal decorations and treatments | | 100% |
| Timber and other infestations | | 100% |

(c) Repair and maintenance of external works and services

| Item | Tenant | Landlord |
|------|--------|----------|
|------|--------|----------|

FARM BUSINESS TENANCY – FIXED TERM

| | | |
|---|--|------|
| Rainwater drainage systems - above ground | 100% | |
| Rainwater drainage systems - below ground | 100% | |
| Foul drainage systems - above ground | 100% | |
| Foul drainage systems - below ground | 100% | |
| Sewage disposal systems | Tenant to be responsible for emptying of Plant, maintenance, servicing and electric power costs. | |
| Slurry systems | 100% | |
| Water supply systems - above ground | 100% | |
| Water supply systems - below ground | 100% | |
| Electrical supply systems | | 100% |
| Gas supply systems | | 100% |
| Garden walls and fences | | 100% |
| Yard walls fences and gates | 100% | |
| Roads and yards | 50% | 50% |
| Cattle grids | | 100% |
| Field gates and posts | 100% | |

FARM BUSINESS TENANCY – FIXED TERM

| | | |
|--|------|------|
| Bridges and culverts | | 100% |
| Field drains ditches and associated works | 100% | |
| Field boundaries | 100% | |
| Watercourses reservoirs ponds and associated systems | | 100% |
| Signs and notices | | 100% |

(d) Insurance

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 record that agreement.

| Item | Tenant | Landlord | Basis |
|--|--------|----------|-------|
| Dwellings | | 100% | |
| Other buildings | | 100% | |
| Landlord's fixed equipment plant and machinery | | 100% | |
| Loss of rent for a period of 2 years | | 100% | |

SCHEDULE 5

ENTITLEMENTS, QUOTAS AND SUPPORT PAYMENTS

1 In this Schedule:

‘Entitlement Scheme’ means any statutory scheme of entitlements, allocations, quotas or support payments within United Kingdom legislation (including any European Union legislation incorporated into United Kingdom legislation) that affects the right of any person to produce or deal in any agricultural commodity or which entitles any person to receive any payment, subsidy or guaranteed price in respect of the produce of agricultural land or the occupation or management of agricultural land and includes (without limitation) the sustainable farming scheme, the delinked payments scheme, any schemes under the Agriculture Act 2020 or the Agriculture (Wales) Act 2023, any remaining elements of the Basic Payment Scheme and any additions to or replacements of such schemes.

‘Entitlement’ refers to any entitlement, allocation, quota or other benefit under an Entitlement Scheme.

2 The expression ‘Tenant’s Entitlements’ means any Entitlement acquired by the Tenant at their own expense and which is registered or held in the name of the Tenant or in the name of a partnership of which the Tenant is a partner or a company of which the Tenant is a member or to which such partnership or company is entitled.

3 The expression ‘Landlord’s Entitlements’ means any Entitlement allocated to, or in respect of, the Holding under any Entitlement Scheme or made available to the Tenant by the Landlord or a previous tenant other than Tenant’s Entitlements.

4 At the commencement of this Agreement:

(a) the Landlord's Entitlements comprise the following:

NIL

and

(b) the Tenant's Entitlements comprise the following:

NIL

5 This part of this Schedule is intended by the parties to apply to any Entitlement Scheme existing at the commencement of this Agreement and to any Entitlement Scheme introduced during the Term, with the intent that the following principles will be applied to any such scheme irrespective of its detailed conditions, rules or procedures:

- (a) Any further Entitlements available to be acquired on the basis of the existence of the Entitlements referred to in paragraph 4(a) will be Landlord's Entitlements, and all further Entitlements available to be acquired on the basis of the existence of the Entitlements referred to in paragraph 4(b) will be Tenant's Entitlements.
- (b) Save as to Entitlements within the scope of paragraph (a), all further Entitlements available to be acquired on the basis of the history of occupation of the Holding or the activation of Entitlements by the occupier of the Holding before the commencement of this Agreement, and any Entitlements available to be acquired without payment on the basis of the occupation or management of the Holding after the commencement of this Agreement will be acquired and will be Landlord's Entitlements.
- (c) The Landlord has the right at their own expense to acquire for the benefit of the Holding any further Entitlements which they reasonably consider necessary for the profitable farming of the Holding, and the Tenant will cooperate by taking all steps reasonably required under the rules of any Entitlement Scheme to secure and retain such Entitlements for the benefit of the Holding. Such Entitlements will be Landlord's Entitlements.
- (d) If, because of the acquisition of further Entitlements at the Landlord's expense, it is reasonable for the Rent of the Holding to be increased sooner than the next rent review under Schedule 3, the parties will seek to agree the amount of any reasonable increase to reflect the acquisition of further Entitlements only, and in default of agreement the

amount of such increase will be determined under Clause 12 and will be added to the Rent payable until the next rent review under Schedule 3, or until the end of the Term if no such review takes place.

- (e) All Landlord's Entitlements will be made available to the Tenant throughout the Term.
- (f) No Landlord's Entitlements will be disposed of by the Tenant during the term and all Landlord's Entitlements will be returned to the Landlord at the end of the Term.
- (g) The Tenant will be free to acquire and dispose of any Tenant's Entitlements during the Term and to retain them for their own benefit at the end of the Term.

6 For the purposes of Section 17(1) of the *Agricultural Tenancies Act 1995* the Landlord consents to the acquisition of Tenant's Entitlements by the Tenant during the Term.

7 The Landlord and the Tenant mutually agree that each of them:

- (a) Will use their best endeavours on the introduction of any new Entitlement Scheme to secure the allocation of the maximum number of Entitlements available to the occupier of the Holding.
- (b) Will comply with the requirements of any Entitlement Scheme necessary to retain the Landlord's Entitlements for the benefit of the occupier of the Holding.
- (c) Will comply with any statutory or regulatory requirements applicable to them regarding Entitlements (including but not limited to active farming, greening, cross-compliance, environmental and production requirements) and will not allow any Entitlements belonging to the other to lapse or be reduced or confiscated through any failure of theirs to comply with such requirements.
- (d) Will supply to the other on request copies of any documents in connection with any application or claim for Entitlements.
- (e) At the termination of this Agreement (including so far as may be necessary after the expiry of this Agreement) to take all necessary steps to:
 - (i) secure the transfer of the Landlord's Entitlements to the Landlord or to such other person(s) as the Landlord may direct, and
 - (ii) enable the Tenant to retain all Tenant's Entitlements for their own benefit.

- 8 If, after the commencement of any Entitlement Scheme, it becomes possible to obtain a further allocation of Entitlements under that Scheme (or any modification of that Scheme) the obligations in this Part of this Schedule shall apply in relation to such Entitlements.
- 9 The Tenant agrees with the Landlord:
- (a) Not to set aside more of the Holding than the minimum necessary to satisfy any set aside condition of an Entitlement Scheme.
 - (b) Not without the Landlord's prior written consent to do anything which might have the effect of transferring Landlord's Entitlements to anyone other than an incoming occupier of the Holding on termination of this Agreement.
 - (c) To notify the Landlord in writing within fourteen days of acquiring any Tenant's Entitlements providing full details of the nature, amount and cost of the Tenant's Entitlements acquired.
 - (d) To claim against the Entitlements in accordance with all applicable rules and regulations so as to ensure that neither the Entitlements nor any part thereof are lost or taken away either temporarily or permanently.
 - (e) Not to lend, lease, charge or otherwise dispose of the Entitlements.
 - (f) To provide the Landlord with any information reasonably requested by the Landlord concerning the Entitlements (including but not limited to any farming or other activities of the Tenant on the Holding or elsewhere).
 - (g) If reasonably requested to do so by the Landlord, to agree with the Landlord in advance the content of any forms, submissions or information relating to the Entitlements or any claims thereunder which are to be submitted to any statutory authority involved with the administration of the Entitlements.
 - (h) The provisions of this clause 5.4 shall remain in effect after the expiry of this agreement so far as they remain capable of being performed and so far as may be necessary and appropriate.
- 10 In the final year of the Term the Landlord and the Tenant will agree (or failing agreement will have determined under Clause 12) the content and submission of claims for the allocation or

transfer of Entitlements or payment under any applicable Entitlement Scheme to avoid any prejudice to the right of the Incoming occupier to receive payment under such Entitlement Scheme in the first year of their occupation of the Holding.

- 11 If at the end of the Term the amount or quality of Landlord's Entitlements transferred to the Landlord is less than the amount or quality of the Landlord's Entitlements specified in paragraph 4 above plus any further Landlord Entitlements referable to paragraphs 5(a), (b) or (c) above (subject to adjustment on account of mandatory cuts or increases) the Tenant shall pay to the Landlord the cost of acquiring sufficient Entitlements of comparable quality to restore the Landlord's Entitlements and shall compensate the Landlord for any other loss suffered as a result of the reduction of the Landlord's Entitlements.
- 12 If at the end of the Term the Tenant is prevented for any reason from retaining any Tenant's Entitlements for their own benefit and such Entitlements are acquired for the benefit of the Landlord or another occupier of the Holding, the Landlord shall pay compensation to the Tenant equal to the market value of the Entitlements so acquired.

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 their own efforts or wholly or partly at their own expense
 - (b) any intangible advantage obtained for the Holding by the Tenant by their own effort or wholly or partly at their 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 their own effort or wholly or partly at their 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 they have been required to leave them on the Holding by notice in writing given by the Landlord, and in any case where such notice is given compensation shall be payable equal to the market value of the items to which the notice relates.
- 2.6 If the Landlord refuses or fails to give consent to any Tenant's Improvement following a request by the Tenant, or offers to give consent only on conditions unacceptable to the Tenant, the Tenant may give notice in writing to the Landlord requiring that the question be referred to arbitration under Section 19 of the *Agricultural Tenancies Act 1995*.
- 2.7 Approval for a Tenant's Improvement given by an arbitrator shall have effect as if it were the consent of the Landlord.
- 2.8 The Tenant's Improvements specified in Part 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 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 their 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, they shall give notice in writing to the other party of their 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 their 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.

[List redundant buildings and fixed equipment]

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 (where the Holding is wholly or partly in England) the DEFRA Codes of Good Agricultural Practice and/or (where the Holding is wholly or partly in Wales) the Welsh Government 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 (where the Holding is wholly or partly in England) the DEFRA Codes of Good Agricultural Practice for the Protection of Water, Soil and Air and/or (where the Holding is wholly or partly in Wales) the Welsh Government 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
- (l) 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
- (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)

The field known as “Mayhew’s Meadow” and also known as field no. OS 8549 is a species rich meadow and should be farmed to retain its grass and wildflower species.

FARM BUSINESS TENANCY – FIXED TERM

The land known as The Park being field no. OS 5064 is a grade II Registered Park and is permanent rigg and furrow grassland and should be farmed in accordance with best practices to preserve its special Registered Park status.

DRAFT - Subject to Contract

FARM BUSINESS TENANCY – FIXED TERM

This agreement provides a template of model clauses that users may amend as required to suit their own particular circumstances. However, before using or amending this agreement, users are strongly advised to read the accompanying *User notes* document.

Published by the Royal Institution of Chartered Surveyors

Parliament Square

London

SW1P 3AD

No responsibility for loss or damage caused to any person acting or refraining from action as a result of the material included in this publication can be accepted by the authors or RICS.

© Royal Institution of Chartered Surveyors (RICS) August 2024. Copyright in all or part of this publication rests with RICS. No part of this work may be reproduced or used in any form or by any means including graphic, electronic, or mechanical, including photocopying, recording, taping or web distribution, without the written permission of RICS or in line with the rules of an existing licence.



HOME FARM LAND & FARMHOUSE AT LARTINGTON

FORM OF TENDER

This form should be submitted to Miss Carolyn A Milburn FRICS carolynmilburn@georgefwhite.co.uk or post to GFW LLP, Wentworth House, Wentworth Place, Hexham, Northumberland, NE46 3PD by 12 Noon on 31st January 2024. Email is preferable however, any envelopes should be marked "Home Farm Land & Farmhouse – Lartington Estate"

Based on the terms of the Letting Particulars which I/we confirm that I/we have read and accept the terms of the proposed Five year Farm Business Tenancy and tender the following rent for Home Farm Land & Farmhouse, Lartington.

Home Farm Land & Farmhouse, Lartington

£..... per annum

£..... per annum

Words

Please provide a *Brief* Business Plan setting out background and experience and ideas for farming the land. Headline items within your brief business plan may include:

- Farming background and experience
- Agricultural qualifications
- Brief details of any existing holdings and current farm business
- Brief proposals for environmental management
- Brief proposals for your farming
- Advice on funding.
- Why you consider you qualify and meet the eligibility for the tenancy as a new entrant to farming.

If you are shortlisted the Detailed Business Plan should include, but not limited to the following:

- Farming background and experience
- Agricultural qualifications
- Details of any existing holdings and current farm business
- Business Plan including proposals for environmental management
- Proposed farming policy including gross margin analysis of the main enterprises, detailed cash flow for the first year and general indication of cashflows for the second, and third years.
- Proof of working capital
- Your exit strategy for the end of the tenancy period – you will not be granted a new tenancy at the end of the term.
- Why you consider you qualify and meet the eligibility for the tenancy as a new entrant to farming.
- Name of Bank and Bank Manager.
- Independent References.



We advise that you read the Eligibility Criteria and Opportunity Guidance prior to submitting your Business Plan and Tender.