

**AGREEMENT FOR A FARM BUSINESS TENANCY  
Under the Agricultural Tenancies Act 1995**

**DATED .....**

**Between**

- (1) The Trustees of the Colyer Fergusson Charitable Trust (Landlord)  
c/o  
Caxtons Chartered Surveyors, James Pilcher House  
49/50 Windmill Street, Gravesend, Kent, DA12 1BG
- (2) The Official Custodian For Charities

**And**

- (3) TBC  
of

**Relating to**

**Land at Queens & Kings Farm  
Land at Ifield Place  
Shorne, Gravesend, Kent**

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## SPECIFIC AND ADDITIONAL PARTICULARS

<b>The Landlord</b>	<b>NICHOLAS HENRY FISHER</b> of The Old Vicarage Tudeley Tonbridge TN11 0NS <b>ROBERT NEIL NORTH</b> of 45 Searles Close London SW11 4RH <b>RUTH MARGARET MURPHY</b> of 14 Highfield Road Sandridge St Albans Hertfordshire AL4 9BU <b>BARBARA LONG</b> of Rosemount Oast 66A Ware Street Bearsted Kent ME14 4PQ <b>ROSALIND RILEY</b> of Broad Oak House Mill Lane Frittenden Cranbrook Kent TN17 2DR and <b>JAMES THORNE</b> of Wickhurst Oast Leigh Kent TN11 8PS being the Trustees of the Colyer-Fergusson Charitable Trust (registered charity number 258958) c/o Caxtons Chartered Surveyors, James Pilcher House, 49/50 Windmill Street, Gravesend, Kent, DA12 1BG
<b>The Charity</b>	The Colyer Fergusson Charitable Trust a registered charity (No 258958) constituted by a deed dated 3 April 1969 and made between Sir James Herbert Hamilton Colyer Fergusson (1) John Andrew Porter Major General the Right Honourable Gilbert Walter Riversdale Viscount Monckton of Brenchley OBE MC and Joseph Frederick Burrell (2)
<b>The Official Custodian</b>	The Official Custodian for Charities
<b>The Tenant</b>	TBC of
<b>The Property</b>	All that property known as Land at Queens Farm and King Farm/Land at Ifield Place to the extent of TBC acres situated at Shorne, Gravesend, Kent - full particulars of which are contained in Schedule 1
<b>The Term</b>	This tenancy commences on and includes 29th September 2018 for the period of 6 years until and including 28th September 2024 and for the purposes of interpreting this Agreement the Term includes any subsequent statutory continuation under the Act
<b>Early Entry:</b>	Subject to prior arrangement in writing from the Landlord
<b>Holdover Dates:</b>	The existing tenant shall have the right of holdover of the grain in store until 30 <sup>th</sup> October 2018.
<b>Partial Resumption of Possession:</b>	To be available within the provisions of Clause 11.10 and 11.11.

<b>Rent:</b>	The Rent shall commence at the rate of £TBC ( <i>Words pounds</i> ) per annum together with any Valued Added Tax that may be payable in addition.
<b>Rent Payment Dates:</b>	The Rent shall be payable in equal quarterly instalments in advance on 29 <sup>th</sup> September, 29 <sup>th</sup> December, 29 <sup>th</sup> March, 29 <sup>th</sup> June, in each year.
<b>First rent Day</b>	29 <sup>th</sup> September 2018
<b>Rent Variation:</b>	Under Schedule 3
<b>The Prescribed Rate:</b>	An interest rate set at 4 per cent per annum above the base rate for the time being set by the Natwest Bank PLC.
<b>Pre-commencement:</b>	Photographic Record of Condition taken on TBC and attached to this agreement.

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**THIS LEASE** is made by Deed the ..... day of ..... 2018

**BETWEEN** the Landlord and the Tenant

## **1. Interpretation**

In this Agreement:

- 1.1 Words will have where applicable the meaning given to them in the Agricultural Tenancies Act 1995 (“the Act”).
- 1.2 The expressions contained in the Specific and Additional Particulars to this Agreement have the meanings specified in them.
- 1.3 The expressions “Landlord” and “Tenant” where the context so admits shall include their successors in title as the persons entitled respectively to the immediate reversion and to this tenancy.
- 1.4 Where a party comprises more than one person covenants and obligations of that party take effect as joint and several covenants and obligations.
- 1.5 References in this Agreement to:
  - (a) “the Property” shall be construed as extending to any part of the Property.
  - (b) “the expiry of the Term” shall include such other determination other than by effluxion of time.
  - (c) rent or other sums are references to such sums exclusive of any Value Added Tax which may be due upon them.
  - (d) any reference to a directive regulation statute or statutory instrument shall include any amending or replacement legislation.

## **2. Letting and Rents**

The Landlord **LETS** the Property to the Tenant for the Term (with such rights of Early Entry and Holdover as are recorded in Parts 1 and 3 of Schedule 11) **RESERVING** to the Landlord and all other persons authorised by the Landlord the rights specified in Schedule 2 (including any holdover rights recorded in Part 2 of Schedule 11) the Tenant **PAYING**:

**FIRST** the Rent due on the Rent Payment Dates in full without set-off or other deductions

**SECOND** as additional rent on demand interest at the Prescribed Rate on any sum and any VAT owed by the Tenant to the Landlord which is not received by the Landlord on the due date calculated for the period from the due date until payment

Together with all liabilities that may arise to notify the Stamp Office of this Lease and to pay such sums of Stamp Duty Land Tax as may be due on this Lease from time to time.

### **3. Taking on the Lease**

The Tenant agrees with the Landlord;

#### **Ingoings**

3.1 There shall be no ingoing payment to be made by the Tenant.

#### **Official Schemes**

3.2 That the rights of either party in any assets now existing under the agricultural and rural policies of the European Union including the Common Agricultural Policy such as Basic Payment Entitlements or shall from the beginning of the tenancy be as quantified and recorded in Schedule 8 and in the absence of express provision shall be deemed to belong to the Landlord.

3.3 Where any such assets exist are created established or re-allocated after the grant of this Tenancy in respect of any part of the Property the Tenant is to make all reasonable efforts to maximise the number and value of those assets established and maintain them during the Tenancy all in accordance with the more particular provisions of Schedule 9 which shall also govern their treatment on the termination of this Tenancy.

#### **Status as Farm Business Tenancy**

3.4 That it is intended that this Lease shall be and remain a Farm Business Tenancy and to that end notices were served in respect of the Property between them under section 1(4) of the Act prior to the commencement of this Lease when its character was primarily or wholly agricultural.

### **4. Use and Management of the Property**

THE Tenant covenants with the Landlord:

#### **Outgoings**

4.1 To pay all occupiers' rates taxes charges and any other outgoings now or hereafter assessed charged or imposed upon the Property or the Tenant's use of it as an occupier including all charges for water electricity gas sewerage arising from use of the Property by the Tenant.

#### **Use**

4.2 As to his use of the Property

- (a) Not to use the Property for any purpose other than the Permitted Use in accordance with Schedule 1 unless approved in advance by the Landlord in writing.
- (b) Not to damage or injure the Property.
- (c) Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining land and to indemnify the Landlord against any claims by third parties in respect of any breach of this clause.

- (d) To maintain the Property so that it is in a condition such that an occupier of the Property can manage it to a reasonable standard of husbandry having regard to:
- the character and situation of the Property
  - the terms of this Agreement including Clause 5
  - any environmental agreements or restrictions binding the Property or its use
  - existing or proposed Sites of Special Scientific Interest ancient monuments and other officially protected sites
  - any other relevant circumstances
- and to comply with any requirements of Schedule 6 and any additional terms relating to conservation and to the cultivation and management of the Property contained in Schedule 7.
- (e) To maintain necessary records of cropping and those required by the Nitrates Pollution Prevention Regulations 2008.
- (f) To use his reasonable endeavours to keep the Property free from disease or infestation by pests and to destroy rabbits moles rats and other vermin and to spread any molehills and anthills on the Property.
- (g) To destroy all thistles nettles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed.
- (h) Not to plough out any area recorded as permanent pasture in Schedule 1 or required to be such under Schedules 7 8 or 9 without the prior written consent of the Landlord.
- (i) Not to plough up or obstruct any public road or footpath or any right of way lawfully enjoyed by the Landlord or any other person save that if a footpath across a field is ploughed up it must be reinstated within 28 days.
- (j) Not to allow anything to be done on the Property which might cause the pollution of any watercourse or any supply of water.
- (k) To take all steps necessary to preserve and continue any licences permits consents and contracts in existence at the start of this Lease which are of benefit to the Property (including making all necessary applications and payments to preserve any licence granted under the Water Resources Acts 1963 or 1991) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents and not to assign dispose of or surrender the same without the consent in writing of the Landlord and not by any act or omission to jeopardise the said licence and on the expiry or sooner determination of the Tenancy forthwith to take all such steps as are necessary to transfer the said licence to the Landlord (or such person or persons as the Landlord shall nominate) and in the event of the death of the Tenant the Tenant's personal representatives or successors will forthwith notify the relevant regulatory authority and make such application for the continuance of or renewal of the licence as may be necessary for the time being under the said Acts or any Regulations made thereunder.
- (l) To assist the Landlord by promptly providing such information as to the use or occupation of the Property as the Landlord may reasonably require for the purpose of any matter concerning the establishment of rights affecting the Property or the protection of his interest in the Property or his liability to taxation in respect of the Property.

- (m) Subject to the Ground Game Acts not to do anything prejudicial to the preservation of any game (including nests and eggs) wildfowl woodcock and snipe hares or fish.
- (n) To propose the plan for the cropping of the Property in the last year of the Term or its continuation to the Landlord for his written approval such approval not to be unreasonably refused or delayed.
- (o) not to 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.
- (p) Not to remove any turf topsoil stone or gravel from the Holding.
- (q) Not to 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.
- (r) 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.
- (s) The Tenants will not grow any genetically modified crop or apply any sewage sludge or bought in waste to include paper waste and chicken manure to the Holding without the prior written consent of the Landlords.
- (t) If the Landlords gives consent to the growing of any genetically modified crop the Tenants will provide all such information concerning the crop as the Landlords may reasonably request.
- (u) The Tenants will not bring onto or accumulate on the Holding any refuse, waste paper, or redundant material without the Landlord's prior written consent.

#### **4.3 Additions Alterations and Signs**

4.3.1 Not to make any structural or external alteration or addition to the Property nor to build or place on it any building, structure or erection including walls permanent fences hedges ditches and boundaries without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed for any such work consistent with the permitted user) and then only in accordance with plans previously approved in writing by the Landlord.

4.3.2 Not to erect any notices signs or advertisements on the Property except such signs and advertisements as may be appropriate to the business carried out upon the Property all such signs to be first approved by the Landlord in writing which approval shall not be unreasonably withheld or delayed.

#### **4.4 Compliance with Enactments, Planning Applications and Notices**

4.4.1 To comply with the requirements of all enactments and of every public authority (subject to the Tenant's rights to appeal against or make other challenge to those requirements) relating to the Tenant's business and use and occupation in respect of the Property and not to do or omit anything by which the Landlord may become liable for any such matter.



- 4.4.2 Not to apply for planning permission in respect of the Property without the Landlord's prior consent in writing such consent not to be unreasonably withheld or delayed for any application consistent with the permitted user.
- 4.4.3 Forthwith to give to the Landlord a copy of any notice in respect of the Property or the Tenant's use of it made by any public authority or body acting under statutory authority and without delay to comply at the Tenant's cost with the provisions thereof in so far as they apply to the Tenant save that the Tenant shall if so required by and at the cost of the Landlord make or join in making such objections or representations in respect of those provisions as the Landlord may require.
- 4.4.4 Where tests and inspections of fixed equipment on the Property, including electrical and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation:
- (a) to be responsible for arranging all such tests and inspections in respect of tenant's improvements tenant's fixed equipment and for any other fixed equipment for which the Tenant is responsible under Clause 6.1 for insuring against fire and
  - (b) to undertake such works of repair and replacement that are as a result these tests or inspections or any reports received from the Landlord pursuant to Clause 8.2 deemed necessary for compliance with statute or other regulation which are the Tenant's responsibility under the tenancy agreement.

#### **4.6 Encroachments**

- 4.6.1 To preserve all easements on the Property or affected by or depending on it and not to do or omit anything which might subject the Property to the creation of any new easement or right of way from being made over the Property.
- 4.6.2 Not to permit any occupation of any part of the Property that might lead to a claim to title of that part through adverse possession.
- 4.6.3 To prevent any new footpaths easements or other rights of way from being made over the Property and to inform the Landlord in respect of approaches being made in respect of the creation of any of the above mentioned.

#### **Alienation**

- 4.7 Not to assign underlet or otherwise part with possession or share occupation of the whole or any part of the Property without the prior written consent of the Landlord.

In connection with any dwelling included in the Agreement the Tenant shall have regard to the following:

- (a) Not to permit any dwellinghouse (other than the Farmhouse) on the Holding to be occupied otherwise than by farm workers employed full time thereon (but so that no such occupation shall be permitted to commence after the date on which a Break Notice has been given) Provided that the occupation of any such dwelling by a farm worker shall be by way of an assured shorthold tenancy by an agreement in a form previously approved by the Surveyor and preceded by the service of any requisite notice necessary to ensure that the occupation is an assured shorthold tenancy

- (b) Personally to use the farmhouse on the Holding as the principal residence of the Tenant at all times during the Tenancy (reasonable temporary absences for holidays sickness and other good cause excepted)
- (c) Not to permit anyone who cannot demonstrate their right to enter into a residential tenancy agreement in the UK under the Immigration Act 2014 (as amended from time to time) to reside in the farmhouse and to keep the Surveyor informed of the identities of anyone residing in the farmhouse from time to time and to cooperate with the Surveyor with respect to such identity checks as are required by the Immigration Act 2014 or otherwise required by law

**Indemnity**

- 4.8 To indemnify the Landlord in respect of all and any losses costs penalties claims proceedings and demands (including legal and other professional costs and expenses) arising from breaches of this agreement.

**Payment of cost of notices, consents, etc.**

- 4.9 To pay on demand all reasonable expenses incurred by the Landlord in and incidental to (or in contemplation of) the preparation and service of any reasonable notice of a breach of the Tenant's obligations notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

**5. Repairs**

- 5.1 For all those parts of the Property identified in Schedule 4 as being the responsibility of the Tenant to repair the Tenant agrees to keep all those parts in a state of repair no worse than existed at the commencement of the Tenancy in accordance with the pre-commencement Record of Condition attached to this agreement.

- 5.2 For all those parts of the Property 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 Property becoming damaged by any deliberate, reckless or negligent behaviour by the Tenant or any person permitted to be on the Property by the Tenant and to put right any damage so caused as soon as reasonably practical; and
- (b) to report in writing to the Landlord any damage caused to those parts of the Property or any need for repair to them as soon as the Tenant becomes aware of such matter

## **6. Insurance**

- 6.1 The Tenant agrees to insure for their full replacement value his or her own livestock, crops, fixtures, plant and equipment.
- 6.2 The Landlord and Tenant agree to insure the items identified in Schedule 4.
- 6.3 At all times during the Term the Tenant to effect and keep in force a policy of insurance against liability for loss or injury by members of the public and third parties in a sufficient sum to cover reasonably anticipated possible liabilities (and not less than £5,000,000) in an insurance office or underwriters approved by the Landlord (such approval not to be unreasonably withheld).

## **7. Access and Information**

**THE** Tenant covenants with the Landlord:

- 7.1 To permit the Landlord or any person authorised by him to enter the Property at any reasonable time upon giving reasonable prior notice (except in an emergency) with or without equipment to:
- (i) view the Property with or without others and to market the Property
  - (ii) enter examine and record the state of condition use or occupation thereof
- 7.2 To permit the Landlord or any person authorised by him to enter and remain on the Property at any reasonable time upon giving reasonable prior notice (except in an emergency) with or without equipment for all purposes in connection with any adjoining property or property rights and to carry out works thereon which are necessary or in all the circumstances reasonable.
- 7.3 For the purposes of this Clause reasonable prior notice shall mean not less than 48 hours notice.

## **8. Landlord's Covenants**

**THE** Landlord covenants with the Tenant:-

### **Quiet Enjoyment**

- 8.1 That if the Tenant observes and performs his covenants contained in this Agreement the Tenant may peaceably hold and enjoy the Property without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for him.
- 8.2 Where tests and inspections of fixed equipment on the Property, including electrical and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation.
- 8.3 That when the Landlord or those authorised by him exercise the rights under or reserved by this agreement including those in Schedule 2 they shall cause as little damage as is reasonably possible and where they cause loss or damage to the Tenant the Landlord will compensate the Tenant for that.

## **9. Consent for Tenant's Improvements**

- 9.1 That the items listed in Part 2 of Schedule 5 as Tenant's Improvements shall be treated as such for the purposes of the Act.
- 9.2 That he consents to the Tenant making Routine Improvements as defined by section 19 of the Act in so far as they are necessarily associated with the efficient use of the Property within the Permitted User.

## **10. Expiry of the Tenancy**

**THE** Tenant covenants with the Landlord as to the end of the Term:

- 10.1 In the last six months of the Tenancy to co-operate with the Landlord as to his reasonable arrangements for the erection of signs to advertise the re-letting or sale of the Property and consequent viewings.
- 10.2 To yield up the Property reinstated to the extent required under Clause 10.3 and in the state of repair and condition required by this Agreement. And so far as may be reasonably possible to expeditiously assist with the transfer or renewal of any licences consents and contracts specifically benefiting the Property to a person nominated by the Landlord and to make such records as are reasonably required (whether in connection with cropping, applications under Common Agricultural Policy schemes, Nitrates Pollution Prevention Regulations or otherwise) available to the next occupier of the Property.
- 10.3 Save where they are tenant's improvements under Part III of the Act or are subject to section 8 of the Act but only to the extent required by the Landlord to remove any and all alterations additions and signs that may have been made to or installed on the Property by the Tenant in breach of clauses 4.3.1 and 4.3.2 of this Agreement and to restore the Property to the condition which existed before the alterations additions or signs were made or installed.
- 10.4 On quitting the Property to leave properly protected on the Property all such unconsumed hay straw silage and farmyard manure as shall have been made on the Property in the last year of the Term in accordance with a notice served by the Landlord on the tenant not less than six months before the termination date and subject to compensation payable by the Landlord in accordance with paragraph 3.4 of Schedule 5.
- 10.5 Save as required under clause 10.4 to remove all his chattels.
- 10.6 On quitting the Property to pay compensation to the Landlord as provided for in paragraph 1 of Schedule 10.

**11. Provided always and it is hereby agreed and declared that:**

**Forfeiture and Re-entry**

- 11.1 The Landlord may forfeit this Lease by re-entering the Property if:-
- (a) the whole or part of the rents are overdue for twenty-one days or more after the same shall have become due (whether the same shall have been legally demanded or not); or
  - (b) any of the Tenant's covenants in this Lease are not performed or observed; or
  - (c) The Tenant shall become bankrupt or insolvent or enters into liquidation or any arrangement with its creditors and on re-entry this Lease shall determine but without prejudice to any Landlord's right of action in respect of any breach of the Tenant's covenants. The Tenant shall indemnify the Landlord for his reasonable costs (including those of his solicitors' agents and bailiffs) in any proceedings under section 146 of the Law of Property Act 1925.

**Waiver of Breach**

- 11.2 No demand for acceptance of or receipt of rents by the Landlord or his agents after knowledge or notice received by the Landlord or his agent of any breach of any of the Tenant's covenants herein shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of this Agreement be a continuing breach of covenant so long as such breach shall be subsisting.

**Rent Cesser**

- 11.3 If the Property or the access thereto is damaged or destroyed so that the Property is incapable of occupation and use (other than as a result of any act or omission of the Tenant) the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended from the date of destruction or damage until the date on which the Property is made fit for occupation and use.

**Rights of Third Parties**

- 11.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**Determination of the Tenancy during its Term**

- 11.5 The Landlord or the Tenant may (subject to the provisions of this clause) determine this Agreement by service of at least twelve months written notice on the other following the insolvency of the Tenant. The date any such notice takes effect shall be a Break Date for this Agreement.
- 11.6 If either party duly serves notice under this clause the Tenant shall be obliged to yield up the Property in accordance with Clause 10 with the benefit of vacant possession.
- 11.7 In the event that the Landlord duly serves notice under this clause then compensation will be paid to the Tenant in accordance with Schedule 6.
- 11.8 If a notice is duly served this Agreement shall determine without prejudice to any rights or remedies which may have accrued to either party in respect of any breach of any of the covenants or obligations under this clause which shall continue to bind the parties.

### **Determination of Part of the Tenancy During the Term**

- 11.10 The Landlord may determine this Agreement in respect of part of the Property by serving on the Tenant at least twelve months' written notice under the Act confirming that the Landlord requires part of the Property for a non-agricultural use such part to be no more than ten per cent of the area of the Property as at the date the notice is served and in which case the rent is to be reduced as from the landlord's repossession of that land by the consequent depreciation in the total rental value of the Property.
- 11.11 In the event that the Landlord duly determines this Agreement in respect of part of the Property in accordance with clause 11.10 then compensation will be paid to the Tenant by the Landlord in accordance with Schedule 5 in respect only of the part of the Property which is yielded up to the Landlord.

### **Service of Notices under this Agreement**

- 11.12 Any notices that may be served by one party on the other under this Agreement are to be served in writing on that party at the address given in the Specific and Additional Particulars save where either party has notified the other in writing of the name and address of an agent duly authorised to receive notices on that party's behalf.

### **Certificate**

- 11.13 There is no agreement for a lease to which this Agreement gives effect.

## **12. Disputes**

Where any dispute arises between the parties under this Agreement which they do not settle between them it is to be determined by the arbitration of a single arbitrator (or if specified in this Agreement by an independent expert) and they agree that the arbitrator (or independent expert) shall be a person agreed upon by the parties or in default of such agreement to be a person nominated (on the application of either party) by the President of the Royal Institution of Chartered Surveyors. The determination of that arbitrator (or independent expert) shall be final and binding on the parties and the costs of his appointment and determination as well as those of the parties in the matter shall be met by the parties according to his award.

## **13. Employees**

- 13.1 The parties consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("the Transfer Regulations") shall not apply at the end of the term granted by this Agreement and accordingly they agree that no employee of the Tenant shall transfer from the employment of the Tenant into the employment of the Landlord by virtue of the expiry or earlier termination of this tenancy agreement. The Tenant agrees that it will not at any time hereafter contend for any purpose whatsoever that the Transfer Regulations apply to this Agreement.
- 13.2 Without prejudice to clause 13.1, the Tenant undertakes to indemnify the Landlord and keep the Landlord indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, expenses including for the avoidance of doubt all reasonable professional costs incurred and all other liabilities whatsoever arising under or in relation to any contract of employment (including, without prejudice to the generality of the foregoing the termination thereof)

with any employee of the Tenant and which contract or liability is transferred to the Landlord under the Transfer Regulations.

#### **14. Costs**

- 14.1 The Tenant shall make a contribution of £500 + VAT towards the preparation of this Agreement.

#### **15. Charities Act 2011**

- 15.1 The title to the Property is vested in the Official Custodian for Charities on behalf of the Charity by virtue of an order of the Charity Commissioners dated 25 November 1996
- 14.2 The Landlord is authorised to execute this Agreement on behalf of the Official Custodian by virtue of Section 21 of the Charities Act 2011
- 14.3 The Property is held by the Official Custodian in trust for the Charity a non exempt charity and this transaction is not one falling within Section 117(3) of the Charities Act 2011 so that the restrictions on disposition imposed by Sections 117 to 121 of that Act apply to the Property
- 14.4 The Landlord certifies that it has power under the trusts of the Charity to effect this disposition and that the Landlord has complied with the provisions of the said Sections 117 to 121 so far as applicable to this disposition

**SCHEDULE 1**

**THE PROPERTY**

The Property comprises the parcels listed below illustrated by the area outlined in red on the attached plan.

<u>NATIONAL GRID NO</u>	<u>HECTARES</u>	<u>ACRES</u>	<u>RESTRICTIONS AS TO USE</u>
			None
<u>TOTAL</u>			

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**SCHEDULE 2**  
**RIGHTS GRANTED TO THE TENANT**  
**Under Clause 2**

None

### SCHEDULE 3

#### RIGHTS RESERVED BY THE LANDLORD Under Clause 2 and subject to Clause 8.3

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

## SCHEDULE 4

### RENT VARIATION Under the Specific and Additional Particulars

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

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

2.2 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.

2.3 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 his or her place by agreement or alternatively either party may apply to the RICS President for the appointment of a new arbitrator.

3.1 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.

3.2 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.
- 3.3 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.
- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 Part 2 of the *Agricultural Tenancies Act 1995* does not apply to this Agreement.

## SCHEDULE 5

### ALLOCATION OF MAINTENANCE AND REPAIRING RESPONSIBILITIES

**(a) Repair and maintenance of other buildings and fixed equipment**

Item	Responsibility	
	Tenant	Landlord
Roofs including chimneys	n/a	n/a
Structural frames and walls	100%	n/a
Cladding	100%	n/a
Floors	100%	n/a
Doors and gates	100%	n/a
Windows	n/a	n/a
Staircases and fixed ladders	n/a	n/a
Gutters and downpipes	100%	n/a
Electrical installations and fittings	100%	n/a
Water supplies and fittings	100%	n/a
Foul drainage facilities	n/a	n/a
Fixtures and fittings	100%	n/a
External decorations and treatments	100%	n/a
Internal decorations and treatments	100%	n/a
Timber and other infestations	100%	n/a

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

Item	Responsibility	
	Tenant	Landlord
Rainwater drainage systems - above ground	100%	n/a
Rainwater drainage systems - below ground	100%	n/a
Foul drainage systems - above ground	n/a	n/a
Foul drainage systems - below ground	n/a	n/a

Sewage disposal systems	n/a	n/a
Slurry systems	n/a	n/a
Water supply systems - above ground	100%	n/a
Water supply systems - below ground	100%	n/a
Electrical supply systems	100%	n/a
Gas supply systems	100%	n/a
Garden walls and fences	n/a	n/a
Yard walls fences and gates	n/a	n/a
Roads and yards	100%	n/a
Cattle grids	n/a	n/a
Field gates and posts	100%	n/a
Bridges and culverts	n/a	n/a
Field drains ditches and associated works	100% - To clear ditches where previously cleared at least once during the term of the agreement	n/a
Field boundaries	100% - Hedgerows to be trimmed annually. Fences to be repaired if damaged.	n/a
Watercourses reservoirs ponds and associated systems	100%	n/a
Signs and notices	n/a	n/a

(d) **Insurance**

Item	Responsibility	
	Tenant	Landlord
Dwellings	n/a	n/a
Farm buildings	n/a	100%
Landlord's fixed equipment plant and machinery	n/a	n/a
Loss of rent for a period of 2 years	n/a	n/a

## SCHEDULE 6

### PART 1 - TENANT'S IMPROVEMENTS Under Clause 9.1 11.8 11.9 and 11.12

#### Compensation on Termination

1. In this schedule 'Tenant's Improvement' means:
  - (a) any physical improvement made on the Property by the Tenant by his own efforts or wholly or partly at his own expense; or
  - (b) any intangible advantage obtained for the Property by the Tenant by his own effort or wholly or partly at his own expense and which becomes attached to the Property.
- 2
  - 2.1 At the end of the tenancy the Tenant shall be entitled, on quitting the Property, to receive compensation in accordance with this Schedule in respect of any Tenant's Improvement provided during this tenancy.
  - 2.2 The Tenant will not be entitled to compensation for any physical improvement removed from the Property at the end of this Agreement or any intangible advantage which does not remain attached to the Property 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 prior consent in writing to the provision of the Tenant's Improvement.
3.
  - 3.1 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:
    - 3.1.1 the Landlord has given prior consent in writing to the making of the application for planning permission;
    - 3.1.2 such consent is expressed to be given either for the purposes of enabling the Tenant lawfully to provide by his own effort or wholly or partly at his own expense a specified physical improvement on the Property, or for the purpose of enabling the Tenant lawfully to effect a specified change of use; and
    - 3.1.3 on the termination of this Agreement the specified physical improvement has not been completed or the specified change of use has not been effected.
  - 3.4 The Tenant will be entitled to compensation for severed crops left on the Property after the termination of this Agreement if he has been required to leave them on the Property 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.

- 3.5 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.
- 3.6 Approval for a Tenant's Improvement given by an arbitrator shall have effect as if it were the consent of the Landlord.
- 3.7 The Tenant's Improvements specified in Part II 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.
- 4.**
- 4.1 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 shall be reduced by the proportion which the value of the benefit bears to the total cost of providing the improvement.
- 4.2 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 shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.
- 4.3 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 Property 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 3.1.2 above is authorised by the planning permission.
- 4.4 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.
- 4.5 On the termination of this Agreement the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his obligations contained in this Agreement the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant.
- 4.6 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.



- 4.7 If either party wishes to claim compensation in respect of any matter falling within this Schedule he shall give notice in writing to the other party of his 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.
- 4.8 Not earlier than four months after the termination of this Agreement either party may apply to the President of The Royal Institution of Chartered Surveyors 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.
- 4.9 If an arbitrator has been appointed but subsequently dies or becomes incapable of acting for any reason the parties may appoint another arbitrator in his place by agreement or alternatively either party may apply to the President of The Royal Institution of Chartered Surveyors for the appointment of a new arbitrator.
- 4.10 Where the Tenant lawfully remains in occupation of part of the Property after the termination of this tenancy references in paragraphs 3.4, 5.7 and 5.8 above to the termination of this tenancy shall, in the case of a claim for compensation relating to that part of the Property, be construed as references to the termination of the Tenant's occupation of that part.

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**PART 2 Improvements for which the  
Landlords Consent is hereby given**

1. Any act of husbandry or physical improvement to the Property made in the normal course of farming, but excluding:
  - 1.1 the provision or improvement of any building or structure or any equipment;
  - 1.2 any act of husbandry or physical improvement contrary to the schedule of cropping agreed for the final year of the term

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**SCHEDULE 7**  
**PART 1**  
**GOOD HUSBANDRY**

1. With regard to Clause 4.2(d) in considering whether the standard of husbandry achieved by the Tenant is reasonable, regard will be had to the extent to which:
2. The Tenant's farming practises keep the soil, sub-soil and natural and other drainage systems in good condition having regard to the DEFRA Codes of Good Agricultural Practise. Soil testing was undertaken at the commencement of the Agreement and the Landlord reserves the right to claim for any improvements required to the soil at the end of this Agreement.
3. Grassland being kept properly mown or grazed, free from pernicious weeds and maintained at an appropriate level of fertility;
4. Arable land is being cropped in such a way as to maintain the land clean and in an appropriate state of cultivation and fertility;
5. The Necessary work of maintenance and repairs is being carried out and
6. The storage, use and disposal of fuel oil, effluents, manures, slurries, inorganic fertilisers and pesticides complies with the DEFRA Codes of Good Agricultural Practise for the Protection of Water, Soil and Air;
7. 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.
8. 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.
9. Hedgerows are maintained in good heart and condition and trimmed as late in the year as possible in accordance with ant specific provision as to height, width, frequency of cutting or other details specified in Part 2 of this Schedule.
10. Care is taken to keep pesticides, fertiliser, slurry and farmyard manure away from field boundaries and watercourses.
11. The Property is maintained in condition required by any Entitlement Scheme;
12. The Tenant ensures that farm staff and contractors are aware of the husbandry standards required and adopt recommended practises.

## SCHEDULE 8

### ADDITIONAL TERMS RELATING TO CULTIVATION, MANAGEMENT AND CONSERVATION

#### Under Clause 4.2(d)

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

#### General

1. No areas recorded as permanent pasture in Schedule 1 are to be converted from that state without prior written consent of the Landlord.
2. No manure or slurry is to be removed from the Property without the written prior consent of the Landlord
3. Not to permit any person onto the Property to search for or remove any objects of archaeological or scientific interest
4.
  - a) The Tenant will not remove any hedge or boundary wall on the Property.
  - b) The Tenant will give notice in writing to the Landlord of any dead or dangerous trees on the Property of which he/she becomes aware.
5. The tenant will ensure that the BT cable is undisturbed which crosses over the entrance to the farm buildings.

#### SSSI Management Agreements

Not applicable

#### Ancient Monuments and Archaeology

No applicable

## SCHEDULE 9

### ENTITLEMENTS TO CLAIM BASIC PAYMENT MADE AVAILABLE TO THE TENANT BY THE LANDLORD Under Clause 3.2

1. The Landlord hereby transfers to the Tenant **TBC** hectares of Basic Payment Scheme entitlements located in the non-SDA (Severely Disadvantaged Area) payment region to hold in trust for him keeping and maintaining them in full subject only to official variations and transferring them to no one else then returning them to the Landlord or transferring them to someone nominated by the Landlord on the end of the Tenancy expeditiously completing such forms and other procedures as may be required to do this so that they are available for the Landlord or his nominee immediately after the expiry of the Tenancy.

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## SCHEDULE 10

### PAYMENTS AND ASSETS THAT MAY BE CREATED UNDER THE COMMON AGRICULTURAL POLICY AND ANY SUCCESSOR POLICIES Under Clause 3.3

#### 1. Object and Definitions

##### 1.1 It is considered that:

- (i) on the United Kingdom leaving the European Union the present policies of the Common Agricultural Policy of the European Union may be replaced by policies determined by authorities within the United Kingdom
- (ii) while the United Kingdom remains a member of the European Union the Common Agricultural Policy as agreed by Council Regulations in 2013 may be further changed during the Term of this Tenancy. Recognising that the shape of any such change or replacement regime and how it or they may affect the rights and obligations of the Landlord and the Tenant cannot be foreseen at the commencement of this Tenancy, the object of this Part of this Schedule is to govern the allocation and use of any rights that may be created in the future to claim subsidies or other payments or benefits (including marketing quotas) under the agricultural and rural policies of the European Union the United Kingdom or England (whether as a revised version of the Basic Payment Scheme or otherwise) that may be allocated in respect of the Tenant's occupation of the land within the Property during the Term of the Tenancy so that the Tenant may have the economic benefit of those rights during the course of the Tenancy but preserve them for transfer to and use by the Landlord or his nominee on the end of the Tenancy.

##### 1.2 In addition to the definitions applying to this Agreement, the following definitions shall apply to this Part of this Schedule

- (i) 'DEFRA' means the Department for Environment Food and Rural Affairs and includes the Rural Payments Agency and shall refer to any successor organisations as shall be responsible in England for the administration of agricultural and rural subsidy policy.
- (ii) 'Rights' mean such rights to claim subsidies payments or other benefits (including those to claim the Basic Payment or any other revised or replacement Direct Payment) that may be as may be created allocated re-allocated or redistributed to the Tenant after the grant of this Tenancy only by virtue of his occupation of the Property during the continuation of the Tenancy or to operate as marketing quotas.
- (iii) 'the Regulations' mean the main Direct Payments Regulation (EU) No 1307/2013 of the European Parliament and Council of 17<sup>th</sup> December 2013 and Commission Delegated Regulation (EU) No 639/2014 of 11<sup>th</sup> March 2014 and Commission Implementing Regulation (EU) No 641/2014 of 16<sup>th</sup> June 2014 and any other regulations made by European institutions or authorities or payment agencies in the United Kingdom keeping maintaining creating allocating re-allocating or distributing the present or future rights and governing their administration operation and use in England.

## **2. General Policy**

2.1 The Tenant shall use reasonable endeavours to keep maintain secure or establish in the first year of any new agricultural policy scheme the greatest possible number of such Rights in respect of the land within the Property and the Landlord shall give him reasonable support where required for this objective.

2.2 Those Rights are:

(i) if registered in the name of the Tenant or otherwise allocated to him to be both used and maintained by him to the full extent possible in conjunction with the Property

(ii) if registered in the name of the Landlord or otherwise allocated to him to be made available by him to the Tenant for the duration of the Tenancy and that Tenant will both use and maintain them to the full extent possible with the benefit of that availability to be a relevant factor for any rent review

and in either case any eligibility of the land to enable such direct payment claims is to be a relevant factor for any rent review.

2.3 Rights allocated to the Tenant by virtue of his occupation of the Property will be transferred to the Landlord or his nominee at the end of the tenancy.

## **3. General Obligations and Agreements of the Parties as to the Rights**

3.1 Both parties hereto warrant that they will do all such acts and things comply with all of the Regulations and enter into such documents as shall be necessary to implement this Part of this Schedule and do so in a timely fashion so as not to cause loss.

3.2 If the legislation or practices relating to any Scheme under the Regulations or other rights to payments under the agricultural and rural policies of the European Union the United Kingdom or England alter after the date of this Agreement in such a way that the objects of this Schedule are not achieved either party may give one month's written notice to the other that he wishes that an arbitrator be appointed in accordance with this Agreement to re-draft the terms of this Schedule in such a way as may fairly achieve the objects of this Schedule and the costs thereof shall be borne equally by the parties hereto. The arbitrator's determination in this matter is to be final and binding. If a single arbitrator has not been appointed by the parties within that month either party may by written request ask the President of the Royal Institution of Chartered Surveyors to appoint one.

## **4. The Landlord hereby covenants with the Tenant:**

4.1 To take all reasonable steps to secure the identification of the Rights with the Tenant.

4.2 That any failure by the Landlord or his nominee to meet any eligibility requirements for the Rights to be transferred by the Tenant to the Landlord or his nominee on the end of the Tenancy that results in any loss of the Rights or the Rights not being transferred in time for the Landlord or his nominee to claim them at the first opportunity after the end of the Tenancy will not be held to be the fault of the Tenant and as such the Tenant will not indemnify the Landlord against any such loss.

**5. The Tenant hereby covenants with the Landlord:**

- 5.1 At all times during the Term to do all acts and things which may reasonably be required to obtain keep and maintain the maximum number and value of Rights under the Regulations.
- 5.2 To take all reasonable steps to
- (a) ensure the use and maintenance of the Rights during the Tenancy and
  - (b) ensure their return to the Landlord or a person nominated by him on the end of the Tenancy subject to clause 4.2.
- 5.3 During the Term to claim payment upon the Rights and to use and maintain them in accordance with the Regulations in such a way that the Rights or any part thereof and their continuing payment value or any part thereof are not lost adversely changed or charged or whereby they are removed from the Tenant whether permanently or temporarily.
- 5.4 At all times during the Term to carry out all obligations imposed on the Tenant as occupier and/or farmer with regard to the requirements of the Regulations.
- 5.5 To keep and maintain records of all Rights registered in the Tenant's name and those allocated to or transferred or leased in or out by the Tenant and their use together with any changes in their number payment value or attribution to a payment region as may arise under any official action and to supply the Landlord or any person nominated by him with a copy of that record on request.
- 5.6 On the Landlord's request to furnish the Landlord or a person nominated by him forthwith (in writing if so required) with all information which he may reasonably request concerning the Rights or other farming activities of the Tenant which may affect the Rights whether such farming activities are carried out by the Tenant directly or indirectly and whether they relate to the Property or to other land.
- 5.7 Not to dispose of transfer lend lease charge or otherwise deal with the whole or any part of the Rights as to result in any Rights lapsing or the Rights reducing in number or payment value during the Term or the Rights being transferred or otherwise becoming unavailable for use in full on the Property on the termination of the Tenancy.
- 5.8 Not by any direct or indirect act or omission in respect of any land or property not included in the Property to allow the Rights to pass to any other person whatsoever save as provided under this Agreement.
- 5.9 Not to make or permit anyone claiming on his behalf or through him to make any claim either during or at or following termination of the Tenancy which may result in:
- (i) the Rights or any part thereof ceasing to belong to or be available to the Landlord or his nominated person
  - (ii) any claim for payment or other benefit in respect of Rights by a subsequent occupier of the Property made for any period after this Tenancy has finally ceased being frustrated compromised or reduced.



If as a result of any such claim the Rights or any part or payment value or payment are lost to the Landlord or his nominated person the Tenant is to indemnify the Landlord against all losses which the Landlord or his nominated person suffers thereby including (but not necessarily limited to) all costs and expenses incurred in the acquisition of replacement Rights which are comparable in all significant respects to those lost.

- 5.10 To achieve and maintain the maximum number of hectares on the Property that are eligible hectares for use with Rights so that the relevant payment or other benefit may be validly claimed under the Regulations in respect of the Property both by the Tenant and any subsequent occupier. The number of hectares eligible for use with entitlements under the Basic Payment Scheme as at the date of this Agreement is agreed to be 33.76 hectares. That area is to be registered with the Land Parcel Identification System or any replacement system and that registration is to be fully maintained on an accurate basis subject only to any officially imposed variations in measurement. If the Regulations change the definition of the land that is eligible for use with the Rights the Tenant is still to maximise that eligible area on the Property. If the Tenant fails to register or keep registered any such eligible land he hereby authorises the Landlord or his nominee to do so in his name with the Landlord or his nominee ensuring that the Tenant has copies of all relevant correspondence and plans.
- 5.11 To comply with the rules of the scheme governing the Rights (including any requirements and rules regarding the use and management of land within the Property or other matters so that the next claimant on the Property or any part of it may receive his payments claim in full with no loss arising from any failure to comply with this clause and to indemnify that claimant against any loss arising from any failure by the Tenant to comply with this clause. In particular the Tenant shall require the Landlord's consent for any management choices regarding the use of land within the Property in the calendar year which includes the date on which the Tenancy terminates in respect of all or any part of the Property ended that may compromise such a full claim.
- 5.12 Will transfer the Rights to the Landlord (or at the Landlord's direction transfer them to a person nominated by him) so that they may be available for use by the Landlord or the nominee immediately after the expiry of the Tenancy. The Tenant shall take all such steps and do all such acts as may be required to effect and procure that transfer of the Rights save only for any changes made by general statutory reductions or alterations not arising from the Tenant's actions to the Landlord or such person or persons as the Landlord nominates in writing. In all events the Tenant is to notify DEFRA to affect that transfer in time for the Rights to be available to support a claim at the first claim date after the final cessation of the Tenancy.
- 5.13 The provisions of paragraph 5.12 shall apply where the Tenancy is terminated in respect of any part of the Property to the proportion of the Rights that the number of eligible hectares in that part eligible for use with Rights has to the number of such eligible hectares on the Property.
- 5.14 Insofar as they remain to be observed and performed and are capable of taking effect after the termination of the Term howsoever determined the provisions of this Schedule shall remain in full force and effect notwithstanding the termination.

## SCHEDULE 11

### COMPENSATION BETWEEN THE PARTIES ON TERMINATION Under Clause 10.6

1. Following the termination of this Agreement the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his obligations contained in this Agreement the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant save that compensation for breaches of covenants to repair shall be in accordance with section 18(1) of the Landlord and Tenant Act 1927
2. On termination of this Agreement refer to Schedule 6 for compensation to the Tenant in respect of Tenant's Improvements.

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**SCHEDULE 12**

**EARLY ENTRY AND HOLDOVER**

**PART 1 – EARLY ENTRY FOR THE TENANT**

Not applicable.

**PART 2 – HOLDOVER BY THE PRECEDING OCCUPIER**

The proceeding Tenant shall have the right of holdover of grain in store until the 30<sup>th</sup> October 2018 along with rights of access..

**PART 3 - HOLDOVER BY THE TENANT AFTER THE EXPIRY OF THIS AGREEMENT**

Not applicable.

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**IN WITNESS** whereof the Landlord has executed this document as a deed and delivered it on the date at the beginning of this document on behalf of themselves and on behalf of the Official Custodian under the provisions of and Section 333 and Section 91(3) of the Charities Act 2011 respectively and executed as a deed and delivered on the date at the beginning of this document by the Tenant

**SIGNED** as a **DEED** by )  
**Nicholas Henry Fisher** ) .....  
on behalf of the Landlord namely )  
**The Trustees of the Colyer-Fergusson Charitable Trust** )  
in the presence of: )

Witness name: .....

Witness signature: .....

Witness Address: .....

Witness Occupation: .....

**SIGNED** as a **DEED** by )  
**James Thorne** ) .....  
on behalf of the Landlord namely )  
**The Trustees of the Colyer-Fergusson Charitable Trust** )  
in the presence of: )

Witness name: .....

Witness signature: .....

Witness Address: .....

Witness Occupation: .....

**SIGNED** as a **DEED** by )  
**TBC** ) .....  
As Tenant )  
in the presence of: )

Witness name: .....

Witness signature: .....

Witness Address: .....

Witness Occupation: .....

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