

FARM BUSINESS TENANCY – FIXED TERM OF TWO YEARS OR LESS
BARE LAND (SHORT FORM)



AGREEMENT

for a

FARM BUSINESS TENANCY

(Fixed term of two years or less: bare land)

(Short form)

of

Land at Main Road, Sellindge, Kent

Between

Landlord

[REDACTED]

and

Tenant

[REDACTED]

PROVISION FOR NOTICE

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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).

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This Agreement is made on ^{26th} September 2025 BETWEEN Edward James Rix, Elizabeth Harriet Welch and Emma May Rix all care of Symnel Cottage, Calleywell Lane, Aldington, Ashford, Kent TN25 7DU 'the Landlord' and John David Fuller trading as GW Fuller & Son, Gables Cottage Farm, Moorstock Lane, Sellindge, Kent 'the Tenant'.

1 LETTING

- 1.1 The Landlord lets the Holding known as Land at Main Road, Sellindge, Kent (title K942163) to the Tenant for the Term commencing on 12 March 2025 and terminating on 11 March 2026 at a rent of £1 payable on the date of this Agreement.
- 1.2 The Landlord reserves the rent and the rights set out in Clause 6 for their own use or use by others authorised by them.

2 OBLIGATIONS OF THE TENANT

Payments

- 2.1 The Tenant will pay to the Landlord:
- 2.1.1 the rent in advance by equal instalments on the days specified in Clause 1.1 above without any deduction or set-off.
- 2.1.2 interest on any arrears of rent or other money due under this Agreement from the date when payment should have been made until the date when payment is actually made at the base rate for the time being of Lloyds Bank plc plus 3%.
- 2.2 The Tenant will pay for all services used and all rates, taxes or other sums payable in respect of the Holding by the occupier (except any tax or other sum payable by the

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Landlord in respect of rent received or in respect of any dealing with the Landlord's interest in the Holding).

Use and management

- 2.3 (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.
- 2.4 The Tenant will comply with the rules of good husbandry set out in Section 11 of the *Agriculture Act 1947* and will replace sufficient nutrients to ensure that soil fertility is maintained in good condition.
- 2.5 The Tenant will not remove any topsoil, stone or gravel from the Holding.
- 2.6 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.
- 2.7 The Tenant will destroy all thistles, nettles and other injurious weeds to which the *Weeds Act 1959* applies, before they seed.
- 2.8 The Tenant will not cause or permit any nuisance disturbance or damage to the Landlord or the occupier of any adjoining land.

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- 2.9 The Tenant will not plough up or obstruct any public road, footpath or right of way or plough any pasture.
- 2.10 The Tenant will not cause or permit the pollution of any watercourse or any supply of water.
- 2.11 The Tenant will not grow any genetically modified crop or apply any sewage sludge to the Holding.

Statutes and licences

- 2.12 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.
- 2.13 The Tenant will take all steps necessary to preserve and continue any licences, permits or consents in existence at the start of this Agreement which are of benefit to the Holding.
- 2.14 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.
- 2.15 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 Part I of Schedule 2 of the Act (including their nests and eggs) and 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.

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Repairs

- 2.16 The Tenant will keep and leave in good repair order and condition all water supply systems and other services, yards, walls, fences, gates, roads, tracks, bridges, culverts, field drains, ditches and associated works, field boundaries, watercourses, reservoirs, ponds, lakes and associated systems including irrigation equipment, signs and notices on the Holding (but the Tenant will not be obliged to put the Holding into a better state of repair than at the commencement of this Agreement).
- 2.17 The Tenant will take reasonable care to avoid damage to the Holding 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 will report in writing to the Landlord any damage caused to the Holding or any need for repair as soon as the Tenant becomes aware of such matters.
- 2.18 The Tenant will not remove or damage any fence, hedge, field wall or boundary on the Holding and will prevent trees, saplings and hedges on the Holding from being damaged or injured and if any tree or sapling is damaged or injured the Tenant will replace it with equivalent stock on the first suitable occasion. The Tenant will give notice in writing to the Landlord of any dead or dangerous tree or fallen timber on the Holding of which they become aware so that the Landlord can decide whether or not to exercise its rights under clause 6.1 (but without thereby imposing any obligation or liability on the Landlord, or preventing the Tenant from taking such urgent action as they may consider necessary to prevent any injury, damage or other loss being caused).

Insurance

- 2.19 The Tenant will insure to an adequate level of cover (such cover to be for a sum of not less than £10 million) 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.

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Alienation

- 2.20 The Tenant will not assign, sublet, part with possession or share occupation of the Holding or any part of it.

Access and Information

- 2.21 The Tenant will allow the Landlord access to the Holding for all reasonable purposes and at all reasonable times after giving reasonable notice (except in an emergency) for any reasonable purpose and in all cases the Landlord will repair and make good any damage caused to the Holding or loss incurred by the Tenant by the exercise of the Landlord's rights of access.
- 2.22 The Tenant will inform the Landlord in writing of any notice, order, direction or other formal document relating to the Holding or which is likely to affect the Landlord's interest in the Holding (including any charge under the *Agricultural Credits Act 1928*) and will allow the Landlord to make copies of all relevant documents.
- 2.23 The Tenant will keep proper cropping records and records of all straw or other produce sold off the Holding and records of all Contracts and Quota allocated to the Holding (whether alone or with other land occupied by the Tenant) and will permit the Landlord to inspect and take copies of such records.
- 2.24 At the end of the Term the Tenant will give up possession of the Holding to the Landlord having complied with all of their obligations under this Agreement and will allow the Landlord or incoming Tenant to take early entry to any land that has been set aside or where the crop has been harvested.

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3 OBLIGATIONS OF THE LANDLORD

- 3.1 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.
- 3.2 The Landlord will repair and keep in repair those parts of the Holding that are not the Tenant's responsibility pursuant to Clause 2.16 but the Landlord shall not be obliged to put the Holding into a better state of repair than at the commencement of the Agreement.

4 TERMINATION OF THIS AGREEMENT

- 4.1 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), if they commit any breach of their obligations, if a receiving order is made against them, if a meeting of their creditors is called, if they are 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) to re-enter the Holding or any part of it in the name of the whole and bring this Agreement to an end.
- 4.2 The Landlord may bring this Agreement to an end at any time by giving to the Tenant at least 2 months' notice in writing.

5 RESOLUTION OF DISPUTES

- 5.1 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 5.2 below, or if no independent expert is

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appointed by arbitration in accordance with section 28 of the *Agricultural Tenancies Act* 1995.

- 5.2 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.
- 5.3 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.
- 5.4 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.

6 RIGHTS RESERVED BY THE LANDLORD

- 6.1 The right to all timber and other trees (except fruit trees) on the Holding together with the right to fell, process and remove such timber and trees.
- 6.2 The right to all mines, minerals, quarries, stones, sand, brick-earth, clay, gravel, turf, petroleum and its relative hydrocarbons and all other gases and minerals on or under the Holding and the right to go on to the Holding to win, work, process and extract the resource.
- 6.3 The right to all treasures or archaeological artefacts discovered on the Holding.

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- 6.4 The right to use any roads tracks or paths on the Holding.
- 6.5 The right to lay or maintain pipes, drains, conduits, cables, wires or other conducting media reasonably required for the benefit of any other land belonging to the Landlord or for the exercise of any of the rights reserved.
- 6.6 The right to grant any wayleave, contract, easement or licence to any person and the benefit of all existing and future agreements entered into by the Landlord.
- 6.7 The right to all game, deer, wild birds (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.
- 6.8 The right to go on to 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*.
- 6.9 The right (subject to the provisions of the *Water Resources Act 1991*) 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.
- 6.10 The exclusive right to erect wind turbines or solar arrays on the Holding.
- 6.11 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.

7 ENTITLEMENTS, QUOTAS AND SUPPORT PAYMENTS

7.1 In this Clause 7

‘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) which 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.

7.2 The expression ‘Tenant’s Entitlements’ means any Entitlement acquired by the Tenant at their own expense and that 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.

7.3 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.

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7.4 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

7.5 This part 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 7.4(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 7.4(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

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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, 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 5.1 and will be added to the rent payable until the end of the Term.
- (e) All Landlords' 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 Landlords' 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.

7.6 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.

7.7 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.

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- (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 such person(s) as the Landlord may direct and
 - (ii) enable the Tenant to retain all Tenant's Entitlements for their own benefit.
- 7.8 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 clause shall apply in relation to such Entitlements.
- 7.9 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 14 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).

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- (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 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.

7.10 In the final year of the Term the Landlord and the Tenant will agree (or failing agreement will have determined under Clause 5.1 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.

7.11 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 Clause 7.4 above plus any further Entitlements referable to Clauses 7.5(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.

7.12 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.

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8 SERVICE OF NOTICES

- 8.1 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.

9 THIS AGREEMENT

- 9.1 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.

Signed by/on behalf of the Landlord in the presence of:

Witness:

Landlord:

Witness's occupation:

Senior Planning Consultant

Witness's address:

Hobbs Parker Property Consultants
TU24 0HB.

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Signed by/on behalf of the Tenant in the presence of:

Witness:

[Redacted]

Tenant:

[Redacted]

Witness's occupation:

Retired Solicitor

Witness's address:

Symon Cottage
Aldington Ashford
Kent

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SCHEDULE 1

THE HOLDING

Ordnance survey reference	Description	Hectares
	Land at Main Road, Sellindge (title number K942163)	2.97
Total:		2.97

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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.

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