

**FARM BUSINESS TENANCY  
QUEENS FARM, KINGS FARM & LAND AT IFIELD PLACE  
SHORNE, GRAVESEND, KENT**

**Heads of Terms**

**NOTE: APPLICANTS MUST STUDY THE FULL DRAFT AGREEMENT AND SATISFY THEMSELVES AS TO THE CONTENT BEFORE SUBMITTING THEIR TENDERS.**

**1. Holding**

The holding comprises approximately 298.56 ha (737.74 acres) of arable and pasture, together with farm buildings at Shorne as shown on the plans provided.

**2. Landlord**

The Colyer-Fergusson Trust

**3. Landlord's Joint Agents**

Hobbs Parker Property Consultants LLP, Romney House, Monument Way, Orbital Park, Ashford, Kent, TN24 0HB and Caxtons Chartered Surveyors, James Pilcher House, 49/50 Windmill Street, Gravesend, DA12 1BG

**4. Type of Agreement**

Farm Business Tenancy under the Agricultural Tenancies Act 1995

**5. Term**

6 years, commencing on 29<sup>th</sup> September 2018 and ending on 28<sup>th</sup> September 2024. There will be no break clause.

**6. Rent**

To be determined. The rent will be payable quarterly in advance with the first payment due on the signing of the Agreement. No VAT will be payable

## **7. Option to Determine**

The Landlord has the right to recover possession at any time any part of the Holding (not greater than one tenth of the total area) if the Landlord requires that part for any non-agricultural use by giving the Tenant at least 12 months notice in writing. This will be subject to any statutory right of the tenant to compensation and also a proportionate reduction in rent.

## **8. Rent Review**

The rent to be reviewed every third anniversary of the tenancy to Open Market under the Agricultural Tenancies Act 1995

## **9. Repairing & Insuring Obligations**

The Tenant to be responsible for full repairing obligations on the Holding. Repairs and maintenance liabilities will be set out in detail in a schedule to the tenancy agreement. A record of condition will be prepared at the commencement of the Tenancy. The Landlord shall be responsible for insuring the farm buildings.

## **10. Outgoings**

All outgoings e.g. water, electricity etc, for the property will be payable by the Tenant for the duration of the tenancy. This includes the three phase electricity supplying the farm buildings and LPG tanks supplying the grain store. Drainage rates are payable connection with the Shore Marshes.

## **11. Use of the Holding**

Solely for agricultural purposes only

## **12. Abstraction Licence**

The incoming Tenant will be required to apply to the Environment Agency for an abstraction licence in connection with the reservoir.

## **13. Entitlements**

The Landlords entitlements shall be transferred to the Tenant at the commencement of the Tenancy at no cost. On the termination of the Agreement, the Tenant shall transfer the Entitlements back to the Landlord or incoming Tenant at no cost. The total number Entitlements relevant to each lot is as follows:

Lot 1 - Queens Farm & Kings Farm	164.23
Lot 2 - Land at Ifield Place	92.70
Lot 3- Pasture at Queens Farm & Shorne Marshes	36.85

## **14. Countryside Stewardship**

The farm is not currently entered into a Countryside Stewardship agreement. The Tenant may enter the land into an agreement, subject to prior written consent from the Landlord.

## **15. Alienation**

The Tenant is not to assign, underlet or part possession of the Holding or any part without the prior consent of the Landlord.

## **16. Holdover**

The existing tenant shall have the right of holdover in connection with the grain in store until the 31<sup>st</sup> October 2018.

## **17. Compensation**

The tenant will receive compensation as set out and subject to the provisions of Part III of the Agricultural Tenancies Act 1995

**18. Dilapidations**

The Landlord will seek dilapidations/compensation in respect of any breach by the Tenant of any of the covenants in the Agreement. A record of condition shall be prepared at the commencement of the Agreement.

**19. Contribution towards Costs**

The Tenant will be required to pay £500 + VAT towards the cost of producing the Farm Business Tenancy document. This will be upon signing the agreement. The Farm Business Tenancy will be based on the draft agreement provided by the agents.