

Equestrian yard lease: stables and other facilities

Date of lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

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Schedule 1 Rights reserved

The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The Guarantor is: [name]

of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from :

“Conduit” means any medium through which a service is .

“Insurance Rent” means the premium, net of any commission, paid by the Landlord to .

“Horse” Includes any equine.

“Landlord” includes the person or persons from time to time entitled to possession of the .

“Property” means all of the land and buildings at: [address example: Hoskins Hall, being equestrian, agricultural and other buildings in 35 acres of land, Horse town, and including

8

].

“Rent” means the rent payable under this lease, namely \$[] .

“Rent Review Date” means every [third] anniversary of the start date of the lease. A reference to the Rent

“Security Deposit”	means the sum paid by the Tenant to the Landlord as a deposit against any breach
“Sign”	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the Property let by this
“Term”	means a term of [number] years [/].
“Use Allowed”	means use as [an equestrian business] or any other use to which the Landlord consents (and the Landlord is not entitled).

2. Interpretation

In this lease unless the context otherwise requires:

- 2.1. whenever more than one person or company is the tenant or the guarantor, their obligations can be enforced against
- 2.2. any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit
- 2.3. the headings to the paragraphs and schedules (if any) of
- 2.4. all money sums mentioned in this lease are calculated net of GST, which will be charged when
- 2.5. a reference to a right of the Landlord to have access to the Property is to be construed as extending to any head landlord or mortgagee

2.6. a reference to “the last year of the Term” or to the “end of the Term” is a reference to

2.7. it is certified that there is no agreement for lease

2.8. nothing in this lease or in any consent granted by the Landlord under this lease implies that the

3. Entire agreement

3.1. This lease contains the entire agreement between the parties and supersedes all

3.2. Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other term not forming part [].

3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this

4. The lease

4.1. By this lease the Landlord lets and the Tenant

4.2. The Property is let subject to , , ,

4.3. The rights specified 1

4.4. All payments which may be due by the

4.5. Except so far as provided in this lease, the

5. Rent and other payments

5.1. The Tenant shall pay to the Landlord:

5.1.1 the Rent, in advance, without any deduction whether

[/]
[/]
];

5.1.2 the Insurance Rent;

5.1.3 fair proportion (decided by a surveyor nominated by the Landlord) of the

, , , ,
, , ,
.

5.2. For each of the above payments, an appropriate

5.3. The Tenant shall also pay:

5.3.1 the cost of any

;

5.3.2 the costs and expenses ()

:

5.3.2.1 dealing with any application by

,
;

5.3.2.2 preparing and serving a notice of a breach of the Lessee's , 245

2007 ,

;

5.3.2.3 preparing and serving a

5.4. Payments to the Landlord shall be made by [direct debit /
 /] ,

5.5. [Despite the above provisions, the
 [] []
 /]].

6. Interest

All the payments to the Landlord referred to in paragraph 5 and elsewhere in this lease are payable on demand and if any payment is more []
 ,
 ,
 [8 %].

7. Further Payments

The Tenant agrees ,
 :

7.1. all periodic rates and other taxes, relating to the Property, including
 () ,
 ;

7.2. all charges for services ;

7.3. the cost of the grant, renewal or continuation of
 ,
 ;

7.4. a registration fee of \$ [100] for each document
 ,

8. Condition and repair

In relation to _____ :

- 8.1. use the Property only for the Use Allowed;
- 8.2. maintain the state _____ ;
- 8.3. maintain all gates and fencing by using _____ , _____ , _____ .
- 8.4. decorate the inside and the outside of the buildings on the Property in every [fifth] year of the lease and in the last _____ (_____).

_____ ;
_____ . _____ , _____ ;
_____ ;
- 8.5. at least once in every _____ , _____ , _____ ;
_____ ;
- 8.6. maintain and keep clean the exterior _____ , _____ ;
_____ ;
- 8.7. clean, maintain and keep free from _____ , _____ , _____ , _____ , _____ , _____ ;
_____ ;
- 8.8. maintain the surfaces of _____ , _____ , _____ ;
_____ ;
- 8.9. maintain good and _____ .
_____ .
- 8.10. use only workmen and _____ .
_____ .

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 9.1. use the Property only for the use allowed;

- 9.2. give the Landlord a copy of
;
- 9.3. provide a written notice to the
/
- 9.4. immediately notify the Landlord of any encroachment on the Property
- 9.5. take steps by agreement with the Landlord and at
,
- 9.6. comply with the terms of every law regulating
,
- 9.7. comply with all laws

10. Restrictions on Tenant

The Tenant :

- 10.1. sleep overnight on the
;
- 10.2. apply for planning permission relating to the
;
- 10.3. make any connection to or in any Conduit;
- 10.4. store or leave goods or detritus
;
- 10.5. fix to the Property any pole
,
- 10.6. pour into any pipe or drain any trade waste or
,

- ;
- 10.7. bring onto the Property
;
- 10.8. remove or change
,
;
- 10.9. remove from the
;
- 10.10. obstruct any window on the Property;
- 10.11. cause any nuisance
;
- 10.12. bring, keep or allow animals other than Horses, dogs
;
- 10.13. play or use in the Property any musical instrument, audio or
;
- 10.14. cease carrying on business in the Property or leave
[]
.
- 10.15. do anything which might
;
- 10.16. change or install any locks and other
;
- 10.17. use the Property for any activity which is dangerous, offensive,
 noxious,
,
;

11. Agricultural restrictions on Tenant

The Tenant shall not:

- 11.1. deposit or bury any rubbish on the Property;
- 11.2. bring onto or allow to remain on the Property
 - ;
- 11.3. over-graze
 - ;
- 11.4. allow unsupervised
 - ;
- 11.5. introduce any disease affecting the Property;
- 11.6. spill any chemical on the Property;
- 11.7. contaminate or obstruct
 - ;
- 11.8. cut or fell any tree or change
 - ;

But that he will:

- 11.9. spray herbicides only of types in permitted agricultural use and use only in accordance
 - [
 - 12345];
- 11.10. keep the land clean and free from
 - ,
 - ;
- 11.11. collect dung from all areas
 - ;
- 11.12. collect dung from the arena at least daily.
- 11.13. as against the Landlord, accept responsibility for all
 - .

12. Competitions, vehicles and grassland damage

The Tenant shall not conduct any , :
:

12.1. Insurance shall be taken out by the Tenant with a reputable company to cover all usual

,
;

12.2. Not more than [20] vehicles at one time shall be [28]

;

12.3. No caravan shall be brought ,
;

12.4. Suitable and adequate toilet facilities shall be provided;

12.5. The grassland shall be ;

12.6. Grassland where the grass has been worn by vehicles -

.

13. Signs and advertisements

13.1. The Tenant may ,
:

13.1.1 At or before commencement of the lease, and thereafter not more than once in each ,

,
, , ,
, ,
.

13.1.2 The Landlord is under no obligation

- .

13.1.3 The Landlord may approve any Sign subject

, , , , ,
.

13.2. The Tenant accepts full liability for and indemnifies the Landlord

, , ,
.

14. Goods and vehicles

The Tenant agrees that he will not:

14.1. park any vehicle except

;

OR

14.2. park more than [number] cars

,

,
;

14.3. load or unload

/

;

14.4. park any commercial

.

15. Default notice by Landlord

15.1. If the Tenant is in default of any provision of this

,

.

15.2. If the Tenant fails to remedy the default within seven

,

.

16. Assignment of the lease

16.1. Except as specified in this lease,

16.2. The Tenant may

16.3. The Tenant may not assign

16.4. The Tenant may assign or transfer his interest

16.5. The Landlord may not

16.6. It is a good reason (among other good reasons)

:

16.6.1 the proposed transferee is less likely to be able

/

;

16.6.2 the Tenant owes money to the Landlord;

16.6.3 there is no satisfactory guarantor of the assignee

()

16.7. In giving consent,

:

16.7.1 the assignee shall not

16.7.2 the assignment shall impose an

16.7.3 the assignee shall enter into direct

16.8. Within [four] weeks after the Property is assigned (),
\$
[100].

17. Tenant indemnifies Landlord

The Tenant agrees to indemnify the Landlord against all losses arising directly or indirectly out of any ,

, .

18. The Security Deposit

18.1. The Landlord confirms that he has \$ [] .

18.2. The Landlord may use the Security Deposit

.

18.3. If the :

18.3.1 he will tell

;

18.3.2 the rights or

;

18.3.3

[]

.

19. Insurance

19.1. "Insured Risks" means:

19.1.1

, , , ,

, ,

(

),

;

19.1.2

,
.

19.2.

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19.3.

,
[]
.

19.4.

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(

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19.5.

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,

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19.6.

,

,

, :

19.6.1

.

19.6.2

,

(
)

[]
.

19.7.

, :

19.7.1 the insurance money belongs to the Landlord;

19.7.2 the Landlord's obligation to make good damage ceases;

19.7.3

,
.

20. Access for Landlord

,

,

:

20.1.

,

;

20.2.

;

20.3. to comply with any statutory obligation;

20.4.

,

[

]

,

"

"

"

"

;

20.5.

;

20.6. to value the Property;

20.7.

,

,

,

,

,

.

Conditions for access for the Landlord are:

20.8.

;

20.9.

;

20.10.

.

21. Guarantor(s)

The Guarantor agrees:

21.1.

.

21.2.

[

],

OR

21.3. [

].

21.4.

.

21.5.

,

.

,

,

;

21.6.

[28]

;

21.7.

;

21.8.

.

21.9. The new lease will be:

21.9.1

;

21.9.2 at the Rent then payable under this lease;

21.9.3

,

.

21.10.

.

21.11.

,

.

22. Provision for premature termination

22.1.

[

]

,

.

22.2.

,

,

.

22.3.

.

23. Forfeiture

23.1.

:

23.1.1

[28]

,

;

23.1.2

;

23.1.3

(
)

,

,

;

23.1.4

,

, (

)

;

23.1.5

;

23.1.6

[21]

.

23.2.

.

24. Rent review

24.1.

.

24.2. []

(

),

,

.

.

24.3. [20 %]

.

OR

24.4. ,

.

OR

24.5. ,

.

24.6.

,

,

,

:

24.6.1

,

24.6.2 the Property is vacant;

24.6.3 the Property can immediately be used;

24.6.4

;

24.6.5

,

.

24.6.6

.

24.7.

,
,
.

24.8.

.

24.9.

,

.

24.10.

,

[8] %

,

25. At the end of the lease

When this lease ends:

25.1. the Tenant must:

25.1.1

;

25.1.2

;

25.1.3 ()

,

;

25.2.

[14]

.

,

.

25.3.

26. Other matters

26.1.

26.2.

26.3.

26.4.

26.5.

26.6.

26.7.

26.8. [

].

26.9.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

. [

]

26.10.

26.11.

Signed as a deed by or for the Landlord [\[write name\]](#) (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

:

Witness: signature:

Name:

Address:

Schedule 1 - rights expressly reserved

1.

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2.

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3.

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4.

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5.

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,

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6.

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Explanatory notes:

Equestrian yard lease: stables and other facilities

General notes

1. Agreement for lease

The procedure using an agreement for lease in a separate document is now rare. (The tax advantage disappeared long ago). It is most simply to prepare the real lease document, sign and date it

2. What to give your tenant

When you have edited this document you will send it to your proposed tenant. He may reasonably ask :

- Evidence that you own the freehold. It would be usual to show a copy of your land certificate,
- Planning consents, refusals and correspondence.
- If the property is charged to a lender, you will have to show a copy of the lender's consent to the transaction in the form of a letter setting out the main points of the lease, or a copy of the agreed version, signed

3. What to take up on completion

When you meet to complete, you should expect :

- The counterpart lease: that is to say the copy signed by the tenant. (He);
- Any capital money paid to you as a premium ;
- The rent, apportioned to the next .

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

Make sure you insert the amount of the rent. This is the only
!

Conduit is an ancient word for a pipe. In law it has a wider meaning, as we have defined .

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.

“ ” .

Property: substitute some alternative word if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a description which refers to .

, .

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a

.

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the Property is in excellent condition, the landlord will benefit most from photographs. If the Property is in poor condition, then it is the tenant who

,

.

Rent: is generally calculated in \$s per square foot or \$s per square metre, but the calculation rarely appears in the lease. The landlord will often specify a particular round sum when a property is advertised.

,

.

Rent review: an option. In or out. You choose. Historically, reviews were agreed at five yearly intervals. For this short lease we suggest three or four years would be more .

.

Security deposit: whether you decide to take a security deposit or not

.

Term: How many years for the lease? We have provided in this

.

Use allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the Use Allowed. The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the use

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.

4. The lease

This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights. The reason is: first, you may wish to use a schedule for the avoidance of doubt and second, the schedule could contain rights which you want to reserve from now, but which previously did not exist.

It is usual for only the cost of insurance to be treated as rent (and usually referred to as “”).

This paragraph also contains the usual landlords warranty for “”.

5. Rent and other payments

This paragraph contains detailed commercial terms.

Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and

6. Interest

This provision crystallises the landlord's entitlement when otherwise

7. Further payments

We have no comment.

8. Condition and repair

The first ten items here are usual. Sub paragraph 2 refers to condition as at today. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of

Generally, you should make sure this paragraph ties in with

Decoration: the specification for redecoration and the frequency are a matter for negotiation. Many landlords are not too concerned about the quality of the interior decoration,

This lease document will be used by landlords with widely different properties let for an even wider array of uses. There may be

9. Tenant's positive obligations

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.

It is important to a landlord that the tenant takes the responsibility for compliance with the law. Most law relating to a building places the prime obligation on the

10. Restrictions on Tenant

Here is a long

It is important to prevent anyone sleeping habitually on the

11. Agricultural restrictions on Tenant

We provide here a menu of suggestions.

12. Competitions, vehicles and grassland damage

This paragraph provides addition points specific to equestrian use. We do not pretend

13. Signs and advertisements

Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a landlord is entitled to know about, and approve what his tenant wishes to show.

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the landlord,

“ ”

Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is

For a multi-let property, the landlord will no doubt

14. Goods and vehicles

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of :

15. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be

16. Assignment of the Lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.

17. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are

18. The Security Deposit

Up to the

19. Insurance

Either party may insure. The most satisfactory arrangement is for the landlord

A current issue with

The landlord should be sure that he

20. Access for Landlord

Essential, but the tenant

21. Guarantor

The words have been chosen very carefully for an area

Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal

The guarantee provisions in this lease are stronger than most tenants would like. In particular, the guarantor remains in place after an

The last sub paragraph refers to the position

22. Provision for premature termination

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease

23. Forfeiture

"Forfeit", as used here, is a legal term - a relic from

24. Rent review

We provide for three clear alternatives:

- The rent is
- the rent
- The

The purpose of a rent review is to bring the rent into line with rents

Most rent review provisions allow for "upwards only" review. Occasionally this

We have provided

Note that we have not provided the usual arbitration procedure. We take the view that the parties can easily arrange arbitration if

25. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises

26. Other matters

Apart from the

A provision for mediation has been included in place of the more usual

Schedule 1 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them

· , (,) , ·

End of notes