

Farm business tenancy agreement (2 years or under)

Date of Farm Tenancy: [Date]

The Landlord: [Name]

The Tenant: [Name]

Farm Tenancy of: [property address]

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Schedule 1 Rights reserved

The date of Farm Tenancy: [date]

The Landlord is: [name]

Of [address]

The Tenant is: [name]

Of [address]

Start date of Farm Tenancy: [date]

End date of Farm Tenancy: [date]

1. Definitions

In this Farm Tenancy, the following words shall have the meanings shown

“Act” means the Agricultural Tenancies Act 1995 as amended by The Regulatory Reform (Agricultural Holdings) Act 2006 .

“Farm Tenancy” means this agreement, a farm business tenancy.

“Holding” means the land situate at [address inc post code and / or OS map ref] and all structures on it, including the Buildings, hard standings, ■ ■ ■ . ■

2. Interpretation

In this Farm Tenancy unless the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

.....

3. Entire agreement

4. The Farm Tenancy

5. Rent and other payments

- 5.1. The Rent [REDACTED] £ [REDACTED].
 - 5.2. The Tenant shall pay the Rent to the Landlord, in [REDACTED], [REDACTED]
[REDACTED], [REDACTED] [REDACTED / [REDACTED]] [REDACTED]
[REDACTED] [REDACTED / [REDACTED]].
 - 5.3. For each of the above payments, an appropriate [REDACTED]
[REDACTED]
[REDACTED]
■.
 - 5.4. The Tenant shall [REDACTED]
[REDACTED];

- 5.4.1 any works to [REDACTED];
 - 5.4.2 preparing and serving a schedule [REDACTED]
[REDACTED]
[REDACTED].
- 5.5. Payments to the Landlord shall be made by [direct debit / [REDACTED]
[REDACTED] / [REDACTED]] [REDACTED],
[REDACTED]
[REDACTED].

6. Further Payments

The Tenant agrees [REDACTED], [REDACTED]
[REDACTED] :

- 6.1. all periodic rates and other taxes, relating to the Holding, including [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]), [REDACTED]
[REDACTED]
[REDACTED];
- 6.2. all charges for services [REDACTED]
[REDACTED].

7. Interest

If any payment is more than [seven] days overdue, the Landlord is entitled to interest on [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [8 % [REDACTED]]. [REDACTED], [REDACTED]
[REDACTED].

8. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 8.1. use the Holding throughout the Term for an agricultural [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

9. Restrictions on Tenant

- 9.16. apply for planning permission relating ██████████ ██████████ ██████████ ;
- 9.17. fix to the Holding any pole ██████████ , ██████████ ██████████ ██████████ ;
- 9.18. pour into any pipe or drain any trade waste or ██████████ ██████████ ██████████ , ██████████ ██████████ ██████████ ██████████ ;
- 9.19. remove or change ██████████ , ██████████ ██████████ ;
- 9.20. remove from the ██████████ ██████████ ██████████ ;
- 9.21. cease carrying on business in the Holding or leave the Holding continuously unoccupied for more than one month ██████████ ██████████ [██████████ ██████████ ██████████ , ██████████ ██████████ ██████████ ██████████ ██████████].
- 9.22. change or install any locks and other ██████████ ██████████ ██████████ ██████████ ;
- 9.23. use the Holding for any activity which is dangerous, offensive, noxious, ██████████ , ██████████ ██████████ ██████████ ██████████ ;
- 9.24. over-graze ██████████ ██████████ ██████████ ██████████ ;
- 9.25. contaminate or obstruct ██████████ ██████████ ██████████ ██████████ ;
- 9.26. plough up any permanent pasture;
- 9.27. remove from the ██████████ , ██████████ , ██████████ ██████████ ;
- 9.28. use any device to locate, ██████████ , ██████████ ██████████ .
- 9.29. remove or alter any fence hedge ditch or other ██████████ , ██████████ ██████████ ██████████ ;

■ ;

10. Entitlements

11. Default notice by Landlord

- 11.1. [REDACTED]
[REDACTED],
[REDACTED]
[REDACTED]
[REDACTED].
- 11.2. [REDACTED]
[REDACTED]
[REDACTED],
[REDACTED].

12. Tenant indemnifies Landlord

- [REDACTED]
[REDACTED]:
- 12.1. [REDACTED],
[REDACTED]
[REDACTED],
[REDACTED],
[REDACTED],
,[REDACTED...].
 - 12.2. [REDACTED],
[REDACTED]
[REDACTED].

13. Insurance

Landlord is responsible for insurance

- 13.1. [REDACTED]
[REDACTED]
[REDACTED].
- 13.2. [REDACTED]
[REDACTED]
[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED].
- 13.3. [REDACTED]
[REDACTED],
[REDACTED]

OR, Tenant is responsible for insurance

The Tenant undertakes to:

13.12. [REDACTED]
[REDACTED].

14. Access for Landlord

[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:

14.1. [REDACTED], [REDACTED]
[REDACTED];

14.2. [REDACTED]
[REDACTED];

14.3. to comply with any statutory obligation;

14.4. [REDACTED], [REDACTED] [REDACTED]
[REDACTED] [REDACTED], [REDACTED]" [REDACTED]
" [REDACTED]" [REDACTED]" [REDACTED];

14.5. [REDACTED]
[REDACTED];

14.6. to value the Holding;

14.7. [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED].

Conditions for access for the Landlord are:

14.8. [REDACTED]
[REDACTED];

14.9. [REDACTED]
[REDACTED];

14.10. [REDACTED]
[REDACTED]
[REDACTED].

15. Termination

16. Forfeiture

17. At and after termination

- 17.1. [REDACTED], [REDACTED];
[REDACTED];
- 17.2. [REDACTED], [REDACTED]
[REDACTED] [REDACTED];
[REDACTED], [REDACTED]
[REDACTED];
- 17.3. When this Farm Tenancy ends the Tenant must:
 - 17.3.1 [REDACTED]
[REDACTED]
[REDACTED];
 - 17.3.2 [REDACTED]
[REDACTED];
 - 17.3.3 ([REDACTED]) [REDACTED]
[REDACTED]
[REDACTED];
 - 17.3.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 17.4. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 17.5. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

18. Miscellaneous matters

18.9. [██████████
███████████
███████████].

18.10. ██████████
███████████
███████████
███████████.

It shall be deemed to have been delivered:

███████████ : ██████████
█████████ ;
███████████ :
██████ 72 ██████████ ;
███████████
███████████ : █████ 24 ██████████
███████████
██████ . [██████████
███████████ ,
███████████
██████].

18.11. ██████████
███████████ , ██████████
███████████
███████████
███████████ .

18.12. ██████████
███████████ .

Signed by the parties

Signed by or for the Landlord [\[write name\]](#)

Signed by or for the Tenant [write name]

Schedule 1: rights expressly reserved

Explanatory notes:

Farm business tenancy agreement (2 years or under)

General matters

1. Background law

General advice about this farm tenancy document:

<http://www.netlawman.co.uk/info/farm-business-tenancy.php>

The Agricultural Tenancies Act 1995:

<http://www.legislation.gov.uk/ukpga/1995/8/contents>

Regulatory Reform Agricultural Tenancies Order 2006:

2. Notice of intention to create farm business tenancy

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, if in this document, the word “ ■ ■ ■ ■ ■ ■ ■ ■ ”

Term: This document is drawn specifically as a short term agreement for a fixed term of between six months and two years. Do not [REDACTED].

2. Interpretation

3. Entire agreement

4. The farm tenancy

We advise no change.

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

5. Rent and other payments

6. Further payments

We have no comment.

7. Interest

This provision crystallises the landlord's entitlement when otherwise ■■■■■
■■■■■ .

8. Tenant's positive obligations

This and the following paragraph provide a very large menu from which you select those items that are relevant to ■■■■■
■■■■■ . ■■■■■ .
■■■■■ .

9. Restrictions on Tenant

See previous comment.

10. Entitlements

This paragraph is drawn broadly to cover the obligations, ■■■■■
■■■■■ .

11. Default notice by Landlord

We have no comment.

12. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a farm tenancy because the ■■■■■
■■■■■ . ■■■■■ , ■■■■■ .
■■■■■ . ■■■■■ , ■■■■■ .
■■■■■ .

13. Insurance

Who will insure? ■■■■■ . ■■■■■ .
■■■■■ .

A current issue with insurance is where the insurer draws ■■■■■
■■■■■ , ■■■■■ . ■■■■■ .
■■■■■ . ■■■■■ .
■■■■■ 1st ■■■■■ 1993 .

The landlord should be sure that he ■■■■■ .
■■■■■ .
■■■■■ .
■■■■■ .

14. Access for Landlord

15. Termination

This paragraph re-enforces the legal position.

1) 1995 5 (

Leave as it is.

16. Forfeiture

These provisions are usual.

17. At and after termination

Practical and legal matters you may find useful.

18. Miscellaneous matters

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End of notes