UK-AGRlse05

Farm business tenancy agreement (more than 2 years)

Date of Farm Tenancy: [Date]

The Landlord: [Name]

The Tenant: [Name]

Farm Tenancy of: [property address]

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The Landlord is:	[name]
Of	[address]
The Tenant is:	[name]
Of	[address]
The Guarantor 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 unless it is clear [redacted]:

“Act"	means the Agricultural Tenancies Act 1995 as amended by The Regulatory Reform (Agricultural [redacted]) [redacted] & [redacted]) [redacted] 2006 .
“Break Date”	means [12th October] in any year.
“Buildings”	means all of the buildings now [redacted] .
“Entitlements”	means a right to receive payment or grant from a governmental authority under [redacted] .
“Farm Tenancy”	means this agreement, a farm business tenancy.
“Insured Risks”	means the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft (other than war risks), bursting and overflowing of water [redacted];

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“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, [redacted]
“Landlord”	includes the person or persons from time to time entitled to possession of the Holding [redacted]
“Plan”	means the plan [s] attached to this Farm Tenancy which identify the [redacted]
“Rent”	means the rent payable under this Farm Tenancy.
Tenant's Fixtures	means the fixtures and fittings to [redacted]
“Term”	means the term of this agreement, namely [number] years [redacted]
"Cross Compliance"	means a specific requirement for land management contained in a statutory regulation or a specific agreement between [redacted]

2. Interpretation

In this Farm Tenancy unless the [redacted]

2.1. whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against [redacted]

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 [redacted]

2.3. [except where stated otherwise], any obligation of any person arising from this [redacted]

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2.4. any reference to "the Holding" includes [redacted].

2.5. if at any time a period of notice specified in this agreement exceeds the minimum period specified by law, the period specified in [redacted].

2.6. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of [redacted], [redacted], [redacted]-[redacted].

2.7. the headings to the paragraphs and schedules (if any) of [redacted].

2.8. all money sums mentioned in this agreement are calculated net of VAT, which will be charged when [redacted].

2.9. a reference to a right of the Landlord to have access to the Holding is to be construed as extending to any head landlord or mortgagee [redacted].

2.10. a reference to “the last year of the Term” or to the “end of the Term” is a reference to [redacted].

2.11. a reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that [redacted].

2.12. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted], [redacted].

3. Entire agreement

3.1. This Farm Tenancy agreement contains the entire agreement between the parties and supersedes all [redacted].

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3.2. Each party acknowledges that, in entering into this Farm Tenancy, he does not rely on any representation, warranty, information or document or other term not forming [redacted] [[redacted] - [redacted]];

3.3. [The Tenant acknowledges that prior to signing this agreement [redacted]].

3.4. Apart from the express obligations of the Landlord contained in this agreement the Landlord owes no other obligation nor [redacted].

4. The Farm Tenancy

4.1. The Landlord and the Tenant agree and acknowledge that the Holding let by this Farm Tenancy shall be [redacted].

4.2. The Landlord and the Tenant acknowledge that each has received from the other a notice under section 1 of the Act that this tenancy is intended to be and [redacted]. [redacted].

4.3. By this Farm Tenancy, the Landlord lets and the [redacted].

4.4. The Holding is let subject to [redacted], [redacted], [redacted], [redacted].

4.5. The rights specified [redacted] 1 [redacted].

4.6. All payments which may be due by the [redacted].

4.7. Except so far as provided in this Farm Tenancy, [redacted], [redacted].

5. Rent and other payments

5.1. The Rent is £[10,000] [redacted].

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The Tenant shall pay to the Landlord:

5.2. the Rent, in advance, without any deduction whether [redacted], [redacted] [[redacted] / [redacted]] [redacted] [[redacted] / [redacted]].

5.3. a fair proportion (decided by a surveyor nominated by the Landlord) of [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

5.4. For each of the above payments, an appropriate [redacted].

5.5. The Tenant shall [redacted]:

5.5.1 any works to [redacted];

5.5.2 dealing with any application by [redacted], [redacted];

5.5.3 preparing and serving a notice of a breach of the Tenant's [redacted], [redacted] 146 [redacted] 1925, [redacted];

5.5.4 preparing and serving a schedule [redacted].

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

5.7. [Despite the above provisions, the [redacted] [[redacted]] [redacted] [[redacted] / [redacted]]].

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6. Further Payments

The Tenant agrees [redacted] :

6.1. all periodic rates and other taxes, relating to the Holding, including [redacted] ([redacted]), [redacted] ;

6.2. all charges for services [redacted] ;

6.3. a registration fee of £ [100] for each document [redacted] , [redacted] .

7. Interest

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

8.2. if applicable to this Farm Tenancy, pay Stamp Duty Land Tax [redacted] . [redacted] .

8.3. [at all times personally [redacted]];

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8.4. give the Landlord a copy of [redacted];

8.5. produce to the Landlord at his request not more than once [redacted] [[redacted]] [redacted], [redacted];

8.6. if requested, supply to the [redacted];

8.7. supply free of charge to the Landlord [redacted];

8.8. supply immediately on receipt to the [redacted];

8.9. immediately notify the Landlord of any encroachment on the Holding [redacted];

8.10. comply with the terms of every law regulating [redacted], [redacted], [redacted];

8.11. comply with all laws [redacted];

8.12. maintain and update records of the Holding for Rural [redacted] ([redacted]) [redacted]. [redacted].

8.13. maintain the state and [redacted];

8.14. at least once in every year, [redacted], [redacted];

8.15. [conduct its business in [redacted]].

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8.16. clean, maintain and keep free from [redacted], [redacted], [redacted], [redacted], [redacted].

8.17. maintain the Holding drains and outfalls.

8.18. prevent damage to the Buildings [redacted], [redacted];

8.19. maintain and keep clean the exterior of the [redacted], [redacted];

8.20. keep an appropriate number of stock on the Holding having regard [redacted], [redacted], [redacted].

8.21. manage any stock on the Holding in accordance with the [redacted] ([redacted]) [redacted] 1968 [redacted] 1994 [redacted].

8.22. comply with any limitations on stocking density, mowing, fertilising, spraying [redacted].

8.23. maintain: all [redacted];

hedges reasonably cut back and stock proof;

gates, ironmongery and stiles in good order;

all ditches [redacted];

all public rights of way;

Buildings in good and watertight condition;

the trees on [redacted];

8.24. take all reasonable steps to preserve all game;

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8.25. take all reasonable steps to preserve all [redacted] 1981 [redacted] 2 ([redacted]);

8.26. keep the Holding free from infestation by insects [redacted] ; [redacted] - [redacted] - [redacted] ;

8.27. keep the Holding clean and free from [redacted] , [redacted] , [redacted] , [redacted] ;

8.28. take reasonable precautions [redacted] .

9. Restrictions on Tenant

The Tenant [redacted] :

9.1. assign, sublet, charge, part with or share possession or [redacted] .

9.2. make any agreement with another [redacted] .

9.3. object to any planning application submitted [redacted] .

9.4. construct any building or [redacted] ;

9.5. allow any person to trespass on, reside in or occupy any part of [redacted] , [redacted] ;

9.6. deposit or bury any rubbish on the Holding;

9.7. accumulate or allow to accumulate anything [redacted] , [redacted] , [redacted] ;

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9.8. bring onto or allow to [redacted];

9.9. introduce any disease [redacted];

9.10. bring onto or store on [redacted];

9.11. bring onto or store on the [redacted];

9.12. contaminate or obstruct [redacted];

9.13. obstruct any public right of way [redacted];

9.14. waste water;

9.15. set up any [redacted];

9.16. apply for planning permission relating [redacted];

9.17. fix to the Holding any pole [redacted], [redacted], [redacted];

9.18. pour into any pipe or drain any trade waste or [redacted], [redacted];

9.19. remove or change [redacted], [redacted];

9.20. remove from the [redacted];

9.21. cease carrying on business in the Holding or leave the Holding continuously unoccupied for more than one month [redacted] [[redacted], [redacted]].

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9.22. change or install any locks and other [redacted];

9.23. use the Holding for any activity which is dangerous, offensive, noxious, [redacted], [redacted];

9.24. over-graze [redacted];

9.25. contaminate or obstruct [redacted];

9.26. plough up any permanent pasture;

9.27. remove from the [redacted], [redacted], [redacted];

9.28. use any device to locate, [redacted], [redacted].

9.29. remove or alter any fence hedge ditch or other [redacted], [redacted];

9.30. permit camping or [redacted];

9.31. allow to take place on the Holding [redacted], [redacted];

9.32. grow on the same [redacted]:

Period	Crop
10 years	Daffodils
3 years	Sugar Beet
5 years	Potatoes
5 years	Carrots
5 years	Onions

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9.33. without the prior written consent of the Landlord, enter [redacted] / [redacted] .

9.34. burn straw or stubble on the Holding.

10. Entitlements

Immediately following the grant of the Farm Tenancy both parties shall [redacted] , [redacted] :

10.1. take all necessary [redacted] ;

10.2. not do or omit to do anything which does or [redacted] ;

10.3. comply fully [redacted] ;

10.4. not do or omit to do anything [redacted] ;

10.5. before the termination of the Farm Tenancy, transfer the Entitlements to the Landlord or [redacted] ;

10.6. after the end of the Term, [redacted] .

11. Milk Quota

11.1. No milk quota shall be transferred by the [redacted] .

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11.2. The parties will co-operate with each other on the signing and lodging [redacted].

11.3. If, despite this agreement, any milk quota is transferred from either party to the [redacted].

12. Redundant Buildings

12.1. The redundant Buildings are listed in Schedule 2.

12.2. Neither party is [redacted].

12.3. The redundant Buildings [redacted];

12.4. [redacted], [redacted].

12.5. [redacted], [redacted].

13. Tenant's Fixtures

13.1. [redacted] 3 .

13.2. [redacted].

14. Default notice by Landlord

14.1. [redacted], [redacted]

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[redacted] .

14.2. [redacted] , [redacted] .

15. Tenant indemnifies Landlord

[redacted] :

15.1. [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . . .].

15.2. [redacted] , [redacted] .

15.3. [redacted] , [redacted] ([redacted]) [redacted] 2006 .

16. Insurance

Landlord is responsible for insurance

16.1. [redacted] .

16.2. [redacted] , [redacted] , [redacted] , [redacted] .

16.3. [redacted] , [redacted]

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[redacted] ([redacted]).

16.4. [redacted], [redacted], [redacted].

16.5. [redacted], [redacted], [redacted], [redacted].

OR, Tenant is responsible for insurance

The Tenant undertakes to:

16.6. [redacted], [redacted];

16.7. [redacted];

16.8. [redacted];

16.9. [redacted];

16.10. [redacted]-[redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted] 12 [redacted]; [redacted];

16.11. [redacted];

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16.12. [redacted].

17. Access for Landlord

[redacted]:

17.1. [redacted];

17.2. [redacted];

17.3. to comply with any statutory obligation;

17.4. [redacted] [redacted] [redacted] "[redacted]" [redacted] "[redacted]";

17.5. [redacted];

17.6. to value the Holding;

17.7. [redacted].

Conditions for access for the Landlord are:

17.8. [redacted];

17.9. [redacted];

17.10. [redacted].

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18. Rent review

18.1. [redacted] [12th [redacted]], [redacted] [12th [redacted]] [[redacted] , [redacted] 3 [redacted]].

18.2. The statutory provisions for rent review shall apply.

19. Termination

19.1. [redacted] . [redacted] .

OR

19.2. [redacted] . [redacted] .

AND, in either case

19.3. [redacted] .

20. Guarantor(s)

The Guarantor agrees:

20.1. [redacted] , [redacted] ;

20.2. [redacted] ;

20.3. [redacted] , [redacted]

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[redacted].[redacted],[redacted],[redacted];

20.4. [redacted][28][redacted];

20.5. [redacted];

20.6. [redacted].

21. Forfeiture

21.1. [redacted]:

21.1.1 [redacted]28[redacted],[redacted];

21.1.2 [redacted];

21.1.3 [redacted],[redacted]([redacted],[redacted])[redacted];

21.1.4 [redacted],[redacted],[redacted],([redacted])[redacted];

21.1.5 [redacted];

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21.1.6 [redacted] 21 [redacted].

21.2. [redacted].

22. At and after termination

22.1. [redacted], [redacted];

22.2. [redacted], [redacted] [[redacted]; [redacted], [redacted]];

22.3. When this Farm Tenancy ends the Tenant must:

22.3.1 [redacted];

22.3.2 [redacted];

22.3.3 ([redacted]) [redacted];

22.3.4 [redacted]. [redacted];

22.4. [redacted].

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22.5. [redacted]

23. Miscellaneous matters

23.1. [redacted]

23.2. [redacted]

23.3. [redacted]

23.4. [redacted]

23.5. [redacted] 1925 [redacted] 62 [redacted]

23.6. [redacted]

23.7. [redacted]

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[redacted].

23.8. [redacted] ([redacted]) [redacted] 1999 [redacted].

23.9. [[redacted]].

23.10. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]]

23.11. [redacted], [redacted].

23.12. [redacted].

[redacted] *[[redacted]] ([redacted])*

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Signature: . . . . . .

Witness:

Name:

Address:

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

Signature: . . . . . .

Witness:

Name:

Address:

Signed as a deed by the Guarantor [write name]

Signature: . . . . . .

Witness:

Name:

Address:

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Schedule 1: Rights expressly reserved

1. [redacted], [redacted], [redacted].

2. [redacted].

3. [redacted], [redacted], [redacted].

4. [redacted].

5. [redacted].

6. [redacted], [redacted], [redacted], [redacted], [redacted].

7. [redacted], [redacted], [redacted].

8. [redacted].

9. [redacted].

10. [redacted], [redacted], [redacted], [redacted].

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11. [redacted] ([redacted]) [redacted], [redacted], [redacted].

12. [redacted].

13. [redacted].

[redacted].

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Schedule 2: Redundant Buildings

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Schedule 3: Tenant’s Fixtures

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Explanatory notes:

Farm business tenancy agreement

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:

http://www.legislation.gov.uk/uksi/2006/2805/article/1/made

2. What to give your tenant

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

2.1 Evidence that you own the freehold. It would be usual to show a copy of your land certificate, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

4. Notice of intention to create farm business tenancy

It is a legal requirement under section 1(4) of the Agricultural Tenancies Act 1995 that landlord and tenant must acknowledge that each has received a written notice from the other to confirm that they intend to form a farm business tenancy. ■ ■ ■

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

This provision crystalises the landlord's entitlement when otherwise ■ ■ ■

16. Insurance

Who will insure? [redacted]. [redacted]. [redacted].

A current issue with insurance is where the insurer draws [redacted], [redacted]. [redacted] - [redacted] 1st [redacted] 1993 .

The landlord should be sure that he [redacted].

17. Access for Landlord

Essential, but the tenant [redacted].

18. Rent Review

The Agricultural Tenancies Act 1995precludes almost any arrangement except the statutory provision. The [redacted]. [redacted] 3 [redacted].

You may find more details at [redacted]:// [redacted]. [redacted]. [redacted]/ [redacted]/ [redacted]- [redacted]# [redacted]- [redacted]- [redacted]- [redacted]- [redacted]

19. Termination

Where the term of farm business [redacted] 2 [redacted]. [redacted] 12 [redacted].

If no notice is given, then at the end of the [redacted], [redacted]. [redacted] 12 [redacted].

During a tenancy, notice can [redacted]. [redacted], [redacted] 12 [redacted].

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It is for you to decide to give **either** or **both** of you the option to "[redacted]" [redacted]. [redacted] 12 [redacted]. [redacted] 12 [redacted]. [redacted]. [redacted] 5 [redacted] 1995

Alternatively, the parties may [redacted], [redacted].

We have provided [redacted]. [redacted].

In either case there is nothing [redacted].

20. Guarantor

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 guarantees [redacted]. [redacted], [redacted]. [redacted]. [redacted], [redacted]. [redacted] - [redacted]. [redacted], [redacted].

The last sub paragraph refers to the position where the farm tenancy [redacted], [redacted]. ([redacted])

21. Forfeiture

These provisions are usual.

22. At and after termination

Practical and legal matters you may find useful.

23. Miscellaneous matters

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Apart from the [redacted], [redacted].

A provision for mediation has been included in place of the more usual [redacted]. [redacted], [redacted], [redacted]. [redacted].

Schedule 1 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of the farm tenancy. [redacted] ([redacted], [redacted]), [redacted].

Schedule 2 Redundant Buildings

We have no comment.

Schedule 3 Tenant’s Fixtures

We have no comment.

End of notes

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