

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 :

“Conduit” means any medium through which a

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

"Lease Period" means the total of the Term plus any extension or renewal, during which

“Property” means all of the land and buildings at: [address example: Hoskins Hall, being equestrian, agricultural and other buildings in 35 acres of land at Low Lane, Horsetown IP21 5BC, and including a holding of approximately 8

, 4AJ ,

].

“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 and sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the ,
“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 agreement 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. the reference to horse in this
- 2.5. all money sums mentioned in this agreement are calculated net of VAT, which will be charged when
- 2.6. It is certified that there is no agreement for lease

- 2.7. 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. The Rent is £ [amount] per year, payable by equal [monthly / quarterly] instalments on the [28th /] [] /].
- 4.2. By this lease, the Landlord lets and the Tenant takes the Property for the Term, at the Rent and
- 4.3. The Property is let subject to all rights, easements, restrictions, covenants
- 4.4. The rights specified in Schedule 1 are expressly
- 4.5. All payments which may be due by the Tenant to the Landlord from time to time shall
- 4.6. [The Landlord is under no obligation to insure the Property but if he does, the Tenant shall have].

- 4.7. Except so far as provided in this lease, the Landlord warrants that he will not interfere with Tenant's peaceful use ,

5. Payments

- 5.1. The Tenant shall pay to the Landlord:

5.1.1 the Rent and, if applicable ;

5.1.2 insurance premiums as incurred by the Landlord;

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

, , , ,
 , , , ;

- 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
Tenant's , 146
1925 ,
;

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

If any payment is more than [seven] days overdue, the Landlord is entitled to interest on
,
[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. Use, condition and repair

In relation to ,
:

- 8.1. maintain the state
;
- 8.2. [conduct its business in
].
- 8.3. clean, maintain and keep free from
, , , , .
- 8.4. prevent damage to the Property
, ;
- 8.5. maintain and keep clean the exterior
,
;
- 8.6. decorate the inside and the outside of the buildings on the Property in
every [fifth] year of the lease and in the last
().
,
.
,
;
.
- 8.7. construct any building or structure
.
- 8.8. overload the floors or walls of the Property.
- 8.9. clean, maintain and keep free from
, , , , ,
;
- 8.10. maintain the surfaces of
, ,
;
- 8.11. maintain all gates and fencing by using
,
;
- 8.12. maintain is good
;
- 8.13. use only workmen and
;

8.14. give the Landlord a copy of

;

8.15. immediately notify the Landlord of any encroachment on the Property

.

8.16. comply with the terms of every law regulating

,

,

.

8.17. comply with all laws

.

8.18. allow the Landlord, during the last six months of the

,

.

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

9.1. to use

;

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. hold an

10.10. remove from the

10.11. obstruct any window on the Property;

10.12. cause any nuisance

10.13. bring, keep or allow animals other than horses, dogs

10.14. cease carrying on business in the Property or
1

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; spray and use only in

[

12345

];

11.10. keep the Property clean and free from

,

;
,

11.11. collect dung from all areas

;

11.12. collect dung from the arena at least daily;

11.13. accept responsibility for all acts

.

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. Before the Tenant may place any Sign on or near to the Property, he must

13.2. The Landlord is under no obligation

13.3. The Landlord may approve any Sign subject

13.4. 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 not assign

.

16.3. The Tenant may assign or transfer his interest

,

.

16.4. The Landlord may not

.

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

:

16.5.1 the proposed transferee is less likely to be able
/

;

16.5.2 the Tenant owes money to the Landlord;

16.5.3 there is no satisfactory guarantor of the assignee

(

)

.

16.6. In giving consent,

:

16.6.1 the assignee shall not

16.6.2 the assignment shall impose an

16.6.3 the assignee shall enter into direct

16.7. Within four weeks after the Property is assigned (or),

£ 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 the sum used is repayable to the Landlord

[4]

19. Insurance

19.1. The Landlord will insure

19.2. The Tenant will repay

19.3. If damage is caused to the Property by an insured risk, the Landlord will

(
).

19.4. Once a year, if the Tenant asks,

19.5. If the Property is damaged by an insured risk and the

19.5.1 the Landlord will repair the Damage;

19.5.2

19.6.

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. Asbestos and environmental obligations

20.1.

20.2.

20.3.

20.3.1

20.3.2

20.3.3

20.4.

20.5.

20.6.

21. Access for Landlord

- 21.1. ;
- 21.2. ;
- 21.3. to comply with any statutory obligation;
- 21.4. [;] " " " ;
- 21.5. ;
- 21.6. to value the Property;
- 21.7. , , , .

Conditions for access for the Landlord are:

- 21.8. ;
- 21.9. ;
- 21.10. .

22. Guarantor(s)

The Guarantor agrees:

- 22.1.

22.2.

OR

22.3.

22.4.

22.5.

22.6.

[28]

22.7.

22.8.

22.9. The new lease will be:

22.9.1

22.9.2 at the Rent then payable under this lease;

22.9.3

,

.

22.10.

.

22.11.

,

.

23. Provision for premature termination

23.1.

[

]

,

,

.

23.2.

,

,

.

23.3.

.

24. Forfeiture

24.1.

:

24.1.1

28

;

,

24.1.2

;

24.1.3

(
)

,
,

;

24.1.4

,

, (

)

;

24.1.5

;

24.1.6

21

24.2.

25. Rent review

25.1.

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25.2.

(

),

,

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.

25.3.

[20 %]

.

OR

25.4.

,

.

OR

25.5.

,

.

25.6.

,

,

,

:

25.6.1

,

25.6.2 the Property is vacant;

25.6.3 the Property can immediately be used;

25.6.4

;

25.6.5

,

.

25.6.6

.

25.7.

,

,

,

.

25.8.

.

25.9.

25.10.

[8] %

26. At the end of the lease

When this lease ends:

26.1. the Tenant must:

26.1.1

26.1.2

26.1.3 (

)

26.2.

[14]

26.3.

28.7.

28.8.

28.9.

28.10. [

28.11.

It shall be deemed to have been delivered:

72

24

24

28.12.

28.13.

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

Signature:

Witness: signature:

Name:

Address:

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

Signature:

Witness: signature:

Name:

Address:

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

Signature:

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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6.

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Explanatory notes:

Equestrian yard lease: stables and other facilities

General matters

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 :

- 2.1 Evidence that you own the freehold. It would be usual to show a copy of your land certificate,
- 2.2 Planning consents, refusals and correspondence.
- 2.3 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
- 2.4 An energy performance certificate under the 2007 regulations.

3. What to take up on completion

When you meet to complete, you should expect :

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

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

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

Property: substitute your own full description of the property. 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 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 lease for any period of seven years or shorter. If you go over seven years, there are complications not covered in .

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

The best way to specify the use allowed is by reference to the planning use classes which you will find at

<http://www.legislation.gov.uk/ukxi/1987/764/article/3/made>

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 “Insurance rent”). The addition here of other expenses is

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

5. Payments

This paragraph contains detailed commercial terms.

Important: we have provided for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and to leave

6. Interest

This provision crystallises the landlord's entitlement when otherwise

7. Further payments

We have no comment.

8. Use, 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

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,

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

Note however, that the Energy Performance . . . Regulations 2007

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 to have thought of everything, so additional points may be added as required. The

7

2

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.

If you consider our proposed draft to be too favourable to a tenant, that

17. Tenant indemnifies landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,

The second sub-paragraph merely provides a specific item for the sake of good order. Why? Because some uses, like waste re-cycling,

18. The Security Deposit

Up to the

19. Insurance

Most users of this document will not wish to be responsible for insuring the land. However,

The landlord should be sure that he

20. Asbestos and environmental obligations

Health and safety law changes constantly. It may change while this lease is valid. We

21. Access for landlord

Essential, but the tenant

22. Guarantor

Having tough guarantee provision does not mean you have to take tough action if there is

The question of when to insist on a guarantor is always tricky. There are no rules.

Who should a landlord seek as guarantor? Briefly, insist that your tenant finds someone whom he will not want

80

23. 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

24. Forfeiture

These provisions are usual.

25. Rent review

We provide for three clear alternatives:

the rent is

OR

the rent

OR

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 that

26. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises

27. Security of tenure excluded

This provision is most important and requires positive action now. The Landlord and Tenant Act 1954

This paragraph enables the landlord to obtain possession at the expiry of the term without having to prove that one of
1954

The forms are available from Net Lawman.

28. Miscellaneous 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