

**Terms of Use**

The **Public Draft 1** forms of **Environmental Farm Business Tenancy**, **Farm Green Book** and **Farm Partnership Book** (together **the eFBT Documents**).

The eFBT Documents and the associated branding of the Crown Estate Commissioners and Tenant Farmers Association may be used without charge, subject to the following conditions:

**Permission**

Use (including use of their branding) is with the consent of the Crown Estate Commissioners, the Tenant Farmers Association and Burges Salmon LLP which may be withdrawn at any time.

**Integrity of the eFBT Documents**

To retain the integrity of the eFBT Documents as agreed between the Crown Estate Commissioners and the Tenants Farmers Association:

* + 1. The eFBT Documents used must bear the following endorsement box and branding on their front pages, as varied for each type of document:

|  |
| --- |
| **Environmental Farm Business Tenancy**  **The format of this [eFBT/document] has been drafted and agreed between the Crown Estate Commissioners and  the Tenant Farmers Association** |

Blue text on a white background

AI-generated content may be incorrect. 

* + 1. The eFBT Documents used are marked **© Burges Salmon LLP** **2025** [amended to reflect the current year].
    2. The branding of any firm or entity providing professional services must not be placed on the documents.
    3. The full text and imagery of the eFBT Documents may be incorporated into another document (with their drafting notes) but **not part only** of the text.
    4. A user may not insert additional terms into the eFBT. Any additional terms should be dealt with using a separate schedule headed “**Additional terms not endorsed by the Crown Estate Commissioners and Tenant Farmers Association**”
    5. If any provisions in the eFBT are agreed between the parties to be deleted they must be shown in struckout retained text: **~~struckout retained text~~**

**Use of the eFBT Documents**

Parts of the eFBT to be completed are indicated with ⚫. Options that may be deleted are indicated in [ ]. Drafting Notes may be deleted from the final form of the eFBT Documents.

Fields in the Farm Green Book and Farm Partnership Book to be completed are left blank, reflecting the greater scope for flexibility between Farmer and Owner offered by those documents. The present provisions in the Farm Green Book and Farm Partnership Book are for illustration only.

**IP rights**

All intellectual property rights in the eFBT Documents throughout the world belong to the Crown Estate Commissioners, the Tenant Farmers Association and Burges Salmon LLP as appropriate. As a user, you have no intellectual property rights in or to the eFBT Documents other than the right to use them in accordance with these Terms of Use.

**Liability**

The eFBT documents are provided on an ‘as is’ basis and are not intended to be exhaustive and do not amount to legal advice or tax advice on which a user should rely. Use is at the risk of the user. You should seek professional advice as to the use and effect of the eFBT Documents and their tax implications.

The Crown Estate Commissioners, the Tenant Farmers Association and Burges Salmon LLP and its employees, do not represent that:

* + 1. the eFBT Documents reflect, or will be kept up to date to reflect, current law or practice,
    2. the drafting notes comprise complete or accurate statements of the law to which they relate, or
    3. comments or suggestions within the integrated drafting notes are appropriate or sufficient for any particular transaction.

and have no obligation, duty or responsibility to update the eFBT Documents since 1 May 2025 to take into account any changes in law or practice, nor to provide you with copies of any subsequent versions of the eFBT Documents.

To the fullest extent possible in law, the Crown Estate Commissioners, the Tenant Farmers Association and Burges Salmon LLP and their partners and employees each exclude all liability to any user and their clients for any losses, liabilities, damage or any other consequences of any kind, however arising (even if foreseeable) from use of the eFBT Documents. For the avoidance of doubt, no solicitor client-relationship arises by the provision, or a user’s use, of the eFBT Documents.

Feedback on the eFBT Documents, their use and suggested amendments or updates is welcomed. If you have feedback, please send it to [eFBT@burges-salmon.com](mailto:eFBT@burges-salmon.com).

Edition date: 10 June 2025

|  |
| --- |
| **Date: 202⚫** |

|  |  |  |
| --- | --- | --- |
| **Landlord:** |  | [Landlord’s name] |

|  |  |  |
| --- | --- | --- |
| **Tenant:** |  | [Tenant's name] |

|  |  |  |
| --- | --- | --- |
| **Holding:** |  | [Address of holding] |

|  |
| --- |
| **Environmental Farm Business** **Tenancy**  **The format of this eFBT has been drafted and agreed between the Crown Estate Commissioners and  the Tenant Farmers Association** |

 

**CONTENTS**

**Clause Heading Page**

[1 AGRICULTURAL LANDLORD AND TENANT CODE OF PRACTICE FOR ENGLAND 7](#_Toc201322501)

[2 DEFINITIONS 7](#_Toc201322502)

[3 letting 13](#_Toc201322503)

[4 ENVIRONMENTAL BENEFITS 15](#_Toc201322504)

[5 DIVERSIFICATION 16](#_Toc201322505)

[6 TENANT'S COVENANTS 17](#_Toc201322506)

[7 Landlord'S covenants 24](#_Toc201322507)

[8 RENT REVIEW 25](#_Toc201322508)

[9 INSURANCE 26](#_Toc201322509)

[10 termination of tenancy 28](#_Toc201322510)

[11 further mutual agreements 31](#_Toc201322511)

[12 early access rights 34](#_Toc201322512)

[13 farm business tenancy 35](#_Toc201322513)

[14 [GUARANTOR'S COVENANT 35](#_Toc201322514)

[Schedule 1 - The Holding 37](#_Toc201322515)

[Schedule 2 - Tenant's rights 38](#_Toc201322516)

[Schedule 3 - Tenant's Improvements 39](#_Toc201322517)

[Schedule 4 - Tenant's Fixtures and Buildings 40](#_Toc201322518)

[Schedule 5 - Redundant Buildings 41](#_Toc201322519)

[Schedule 6 - Schedule of Condition 42](#_Toc201322520)

[Schedule 7 - Environmental Audit Report 43](#_Toc201322521)

**TENANCY AGREEMENT**

Land Registry Prescribed Clauses

** *[****Delete these notes and all inapplicable wording in square brackets.***

** ***Do not omit, delete or amend any words or statements in bold text.***

** ***The*** ***Land Registry will reject the*** ***Lease if you do not complete LR2.1, LR3, LR4 or LR6.***

** ***In LR2.2 set out the title numbers (******other than the Landlord's title) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made or a separate application will be required.]***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LR1** | | **DATE OF LEASE** | | 202⚫ |
| **LR2** | | **TITLE NUMBER(S)** | |  |
| **LR2.1** | | **Landlord's title number(s)** | | [⚫] [*leave blank if no title number allocated]* |
| **LR2.2** | | **Other title numbers** | | [None]  [or]  *[insert any registered titles which are to benefit from* *rights in clause* *3 or which will be burdened by* *tenant's* *rights in Schedule 2 or any land belonging to the Landlord bound by restrictive covenants hereunder]* |
| **LR3** | | **PARTIES TO THIS LEASE** | |  |
|  | | **"****Landlord"** | | [⚫ of ⚫] [⚫ Limited (Company Number ⚫) whose registered office is at ⚫] |
|  | | **"****Tenant"** | | [⚫ of ⚫] [⚫ Limited (Company Number ⚫) whose registered office is at ⚫] |
|  | | **"****Guarantor"** | | [⚫ of ⚫] [⚫ Limited (Company Number ⚫) whose registered office is at ⚫]  [or]  [None] |
|  | | **["**⚫**"]** | | [⚫ of ⚫] [⚫ Limited (Company Number ⚫) whose registered office is at ⚫] |
| **LR4** | | **PROPERTY** | | The property defined as the "Holding" in clause 2 |
| **In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.** | | | | |
| **LR5** | **PRESCRIBED STATEMENTS ETC.** | |  | |
| **LR5.1** | **Statements prescribed under rules**  **179 (****dispositions in favour of a charity)**  **180 (****dispositions by a charity) or**  **196 (leases under the** **Leasehold Reform, Housing and Urban Development Act 1993)**  **of the** **Land Registration Rules 2003** | | [None]  [or]  [The statement[s] set out in clause[s] [⚫]] | |
| **LR5.2** | **This lease is made under, or by reference to, provisions of:** | | [Not applicable]  [or]  [Leasehold Reform Act 1967]  [Housing Act 1985]  [Housing Act 1988]  [Housing Act 1996] | |
| **LR6** | **TERM FOR WHICH THE PROPERTY IS LEASED** | |  | |
|  | **The "****Term" is as follows:** | | The Term defined in this agreement in clause 2 | |
| **LR7** | **PREMIUM** | | [None]  [or]  [⚫ [plus VAT of ⚫]] | |
| **LR8** | **PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE** | | This lease contains a provision that prohibits or restricts dispositions | |
| **LR9** | **RIGHTS OF ACQUISITION ETC.** | |  | |
| **LR9.1** | **Tenant's contractual** **rights**  **to renew this lease**  **to acquire the reversion or another lease of the** **Property, or**  **to acquire an interest in other land** | | [None]  [or]  [The rights set out in [clause] [⚫] [paragraph ⚫ of Schedule [⚫]] | |
| **LR9.2** | **Tenant's covenant to (or offer to) surrender this lease** | | [None]  [or]  [The [covenant][offer] set out in [clause [⚫] [paragraph ⚫ of Schedule [⚫]] | |
| **LR9.3** | **Landlord's contractual** **rights to acquire this lease** | | [None]  [or]  [The rights set out in [clause] [⚫] [paragraph ⚫ of Schedule [⚫]] | |
| **LR10** | **RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY** | | [None]  [or]  [The restrictive covenants set out in [Schedule [⚫]] | |
| **LR11** | **EASEMENTS** | |  | |
| **LR11.1** | **Easements granted by this lease for the benefit of the** **Property** | | [None]  [or]  [The easements set out in clause 3] | |
| **LR11.2** | **Easements granted or reserved by this lease over the** **Property for the benefit of other property** | | [None]  [or]  [The easements set out in clause 3] | |
| **LR12** | **ESTATE RENT CHARGE BURDENING THE PROPERTY** | | [None]  [or]  [The rent charge set out in [clause [⚫] or [paragraph [⚫] of Schedule [⚫]] | |
| **LR13** | **APPLICATION FOR STANDARD FORM OF RESTRICTION** | | [None]  [or]  [The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] *or* [against title number [⚫]] | |
| **LR14** | **DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT** | | [Not applicable]  [or]  [The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants]  [or]  [The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares]  [or]  [The Tenant is more than one person. They are to hold the Property on trust ⚫] | |

**TENANCY AGREEMENT**

Date 202⚫

**PARTIES**

(1) ⚫ of ⚫ ("the Landlord")

(2) ⚫ of ⚫ ("the Tenant")

(3) ⚫ of ⚫ ("the Guarantor")

1. AGRICULTURAL LANDLORD AND TENANT CODE OF PRACTICE FOR ENGLAND
   1. This Tenancy has been prepared having regard to and incorporates the principles set out in the Agricultural Landlord and Tenant Code of Practice for England.
   2. The terms of this Tenancy follow a form that has been drafted and agreed between The Crown Estate and The Tenant Farmers Association.
2. DEFINITIONS
   1. In this Tenancy except where specially defined in this clause the words and phrases used have the meaning given to them by the Act.

|  |  |
| --- | --- |
| **Act** | the Agricultural Tenancies Act 1995 |
| **Authority** | any statutory, public, local or other authority or any court of law or any government department or any of their duly authorised officers |
| **Biodiversity Baseline** | the Biodiversity Metric score for the Holding on [⚫] as specified in the Environmental Audit Report for the Holding dated [⚫] annexed at Schedule 7 |
| **Biodiversity Metric** | the Statutory Biodiversity Metric published by DEFRA and in force at the date of this Tenancy and as updated and amended from time to time (or, if such metric is no longer published, such other metric that replaces it or is reasonably analogous to it and which is agreed between the Landlord and the Tenant) |
| **Carbon Baseline** | the estimated amount of carbon and carbon-equivalent already sequestered on and in the Holding and the vegetation (excluding agricultural crops and grass) on the Holding on [DATE] as specified in the Environmental Audit Report for the Holding dated [⚫] |
| **Conduits** | pipes, drains, wires, cables and other means of transporting Services including any related structures and equipment |
| **Development Termination Condition** | * + 1. the grant of planning permission for development within the meaning of section 55(1) of the Town & Country Planning Act 1990 in respect of the Holding or any part or parts of it, or     2. the Landlord desires (and issues a certificate to the Tenant signed by the Landlord by way of confirmation of that desire) to use the Holding or any part or parts of it for any non-agricultural use for which planning permission is not required or for landscaping works, or     3. the Landlord desires to retake possession of any cottage on the Holding which has been vacant for at least six months, or     4. the Landlord desires (and issues a certificate to the Tenant signed by the Landlord by way of confirmation of that desire) to retake possession of the Holding or any part or parts of it which has been allocated or designated for non-agricultural use or uses in the approved or adopted development plan prepared by an Authority   **[Drafting Note: THE DEVELOPMENT TERMINATION CONDITION IS ONE OF THE PROVISONS WHICH MAY BE FLEXED AS PART OF THE AGREED TERMS OF A TRANSFER FROM AHA TO eFBT TERMS – SUBJECT TO THE OVERALL AGREEMENT]** |
| **DEFRA** | the Department for Environment, Food and Rural Affairs and any successor ministry or department |
| **Employee** | any individual employed or engaged by any person in the management of any part of the Holding and/or in any activities carried out by the Tenant or any other person at, from or in respect of any part of the Holding |
| **Enactment** | any Act of Parliament or subordinate legislation or any European Community or European Union legislation or decree having effect of law in the United Kingdom and any regulations, guidance or codes of practice made thereunder or any requirements of an Authority |
| **Environmental Enhancement** | a change in the environmental condition or status of the Holding which generates or is capable of generating benefits, payments or credits of any description |
| **Environmental Termination Condition** | the Landlord desires (and issues a certificate to the Tenant signed by the Landlord by way of confirmation of that desire) to retake possession of part or parts of the Holding for the purposes of an Environmental Enhancement  **[Drafting Note: THE ENVIRONMENTAL TERMINATION CONDITION IS ONE OF THE PROVISONS WHICH MAY BE FLEXED AS PART OF THE AGREED TERMS OF A TRANSFER FROM AHA TO eFBT TERMS – SUBJECT TO THE OVERALL AGREEMENT]** |
| **GM Crops** | crops whose genes or genetic material have been modified by an artificial technique or whose genes or genetic material are inherited or otherwise derived from genes or genetic material which has been so modified and the term genetically modified shall have the corresponding meaning |
|  |  |
| **Holding** | the property known as ⚫ at ⚫ extending to approximately ⚫ hectares (⚫ acres) shown tinted pink [*and brown*] on the attached plan and detailed in Schedule 1 |
| **Insured Risks** | to the extent that insurance against the following risks can be arranged with a reputable insurance office at reasonable cost representing value for money and on reasonable terms but excluding any risks for which insurance is not available at any time in the London insurance market at a reasonable premium:  risks of loss or damage by fire, storm, flood, lightning, explosion, aircraft (except hostile aircraft) and other aerial devices, articles dropped from aircraft, riot, civil commotion, malicious damage, impact, bursting and overflowing of water tanks, apparatus and pipes and such other risks insured by the Tenant or considered prudent by the Landlord |
| **Interest Rate** | 3% above the base rate of Barclays Bank Plc or any other London clearing bank chosen by the Landlord |
| **Landlord** | [Landlord’s name and address] and afterwards whoever from time to time is entitled to the reversion to the Holding |
| **Legal Obligations** | any obligation created by any Enactment which relates to the Holding or its use |
| **Notice** | not less than twelve months' prior written notice to expire on any anniversary of the Start Date |
| **Notifiable Crops** | **[Drafting Note: DEFINITION TBC WITH ENVIRONMENTAL CONSULTANTS – NON-GM CROPS FOR WHICH SPECIFIC CONSENT IS REQUIRED DUE TO SOIL IMPACT]** |
| **Rent** | £⚫ per annum payable by equal instalments in [advance] on the Rent Days by standing order |
| **Rent Days** | ⚫ and ⚫ in each year the first proportionate payment of Rent being payable on *[the Start Date]* *[the date of this agreement]* |
| **Rent Review Dates** | an anniversary of the Start Date which does not fall before the end of the period of three years beginning with the latest of any of the following dates:   * + 1. the Start Date     2. any date as from which there has previously been a change to the amount of Rent (excluding changes consequent upon clause 3(b) **[Drafting Note: TREE PLANTING RESERVATION]** or 10.5(b) **[Drafting Note: TERMINATION OF PART]** |
| **Revised Biodiversity Baseline** | such revised Biodiversity Metric score for the Holding as is notified to the Tenant by the Landlord from time to time |
| **Revised Carbon Baseline** | such revised estimated amount of carbon and carbon-equivalent sequestered on and in the Holding and the vegetation (excluding agricultural crops and grass) on the Holding as is notified to the Tenant by the Landlord from time to time |
| **Sale Termination Condition** | the Landlord intends (and issues a certificate to the Tenant signed by the Landlord by way of confirmation of that desire) to market the whole or part or parts of the Holding for sale. |
| **Schedule of Condition** | the schedule of condition at Schedule 6 |
| **Services** | electricity, water, [gas,] foul drainage, surface water drainage and any other services to which the Holding is connected at the date of this agreement |
| **Soil Nutrient Report** | a report on soil nutrient status (measuring at least the amounts of potassium, phosphorous, magnesium and organic matter in the soil as well as pH levels) with one test result being documented for each 5 hectare block of the Holding by a firm of soil analysts approved in writing by the Landlord |
| **Soil Structure Report** | a report on soil structure with one test result being documented for each 20 hectare block of the Holding by an independent firm of soil analysts approved in writing by the Landlord |
| **Start Date** | ⚫ |
| **Successor** | any person to whom any Employee's employment (or any liability relating to any Employee's employment) transfers or would transfer pursuant to the TUPE Regulations as a result of or in connection with the expiry or termination, in whole or in part, of the Tenancy. The parties confirm that, without limitation, the Successor could be the Landlord, a purchaser(s), tenant(s), licensee(s) or other occupier(s) of part or all of the Holding, and any contractor(s) (or sub-contractor of such contractor) of the Landlord or any purchaser(s), tenant(s), licensee(s) or other occupier(s) of part or all of the Holding |
| **Tenancy** | means the tenancy granted by this agreement |
| **Tenant’s 3-yearly Break Date** | the anniversary of the Start Date that falls after every three year interval |
| **Term** | a term starting on the Start Date and expiring on ⚫  **[Drafting Note: 15 years from Start Date]** |
| **TUPE Regulations** | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time) |
| **Use** | farming and (if they are approved by the Landlord) natural capital enhancements |
| **VAT** | value added tax or a similar tax that replaces it or is charged in addition to it |

* 1. In this Tenancy unless the context otherwise requires:
     1. words importing one gender only include every gender, words importing the singular include the plural and vice versa, and words importing persons include firms and companies and vice versa
     2. the term "the Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the determination of the Tenancy
     3. the term "the Tenant" includes the person for the time being entitled to the Tenancy
     4. where there are two or more persons included in the expression "the Tenant" the obligations of such persons under this Tenancy shall be joint and several
     5. any reference to "the Holding" includes any part or parts thereof
     6. the "Term" includes any period after the last date of the Term during which the Tenant is entitled to continue occupying the Holding either by Tenancy or by any statutory or other right
     7. any sum payable by one party to the other shall be exclusive of VAT which shall where it is chargeable be paid in addition to and at the same times as the sum in question
     8. any provision not to do an act or thing imports an obligation not to cause to permit such act or thing to be done
     9. any reference to any Enactment, legislation or to codes of practice, guidance notes or similar documents issued by or on behalf of the government includes reference to that legislation, code of practice, guidance note or similar document as amended or replaced from time to time and to any subordinate legislation made under such legislation
     10. if at any time a period of notice referred to in this Tenancy is in breach of any Enactment for any purpose there shall be deemed to be substituted for such purpose the minimum period of notice required by such Enactment.

1. letting

Subject to the Tenant paying the Rent and complying with its obligations under this Tenancy the Landlord lets the Holding to the Tenant with **[full / limited / no]** title guarantee for the Term SUBJECT to such title matters and third party rights as affect the Holding *[TOGETHER with the rights set out in Schedule 2]* EXCEPTING AND RESERVING from the Tenancy to the Landlord:

* + 1. the right for the Landlord and all persons authorised by them with or without vehicles, animals, machinery and plant to enter on any part of the Holding at all reasonable times for the purposes set out below and for all other reasonable purposes including any survey and investigatory work (including intrusive surveys and investigations) required to evaluate the environmental condition of the Holding (including but not limited to surveys, investigations and audits to determine the Revised Biodiversity Baseline and the Revised Carbon Baseline and to measure and record Environmental Enhancements) or to promote land within this Tenancy for non-agricultural purposes, provided that the Landlord shall serve not less than 5 working days’ written notice of its intention to exercise the rights in this clause 3(a) and shall pay to the Tenant reasonable compensation for all damage caused as a direct consequence of the exercise of such rights
    2. the right to plant hedgerows and trees on the Holding to a maximum of 5% of the let area in any calendar year provided that:
       1. the Landlord shall take reasonable steps consistent with achieving its tree planting objectives to avoid substantially impairing the Tenant’s use of the Holding
       2. the Landlord acknowledges that where multiple trees are planted [within a fenced off area] pursuant to this reservation an appropriate deduction shall be made from the Rent, and
       3. prior to the entry into this Tenancy, the Landlord has provided the Tenant with a copy of its present plan (if any) for tree planting on the Holding, the Tenant and Landlord agreeing that such plan shall not be binding on the parties, nor shall its provision be a pre-condition to the operation of this right
    3. all mines and minerals including all substances in or under the Holding of a kind ordinarily worked or removed by underground or surface working with power to search for, win, dress and make merchantable and carry them away from the Holding and from neighbouring land over the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused as a direct consequence of the exercise of such rights and for any consequent reduction in the farmable area
    4. the right to take water from any source of water supply on the Holding provided sufficient water is left for the Tenant to farm [and for the Tenant’s reasonable domestic requirements] in accordance with this Tenancy
    5. the right to grant rights to third parties over the Holding subject to the Tenant being paid reasonable compensation for all damage and disturbance caused as a direct consequence of the exercise of such rights but retaining for the Landlord the full benefit of any payments made for those rights or any existing rights
    6. all timber and other trees (except fruit trees), saplings, pollards and underwood to which the following such provisions shall apply:
       1. the Landlord shall have the further right to inspect, mark, fell, cut, replant and carry away all such timber and other trees (except fruit trees), saplings, pollards and underwood from the Holding and from neighbouring land over the Holding without making any payment to the Tenant for the use
       2. the Tenant shall be paid reasonable compensation for all damage caused as a direct consequence of the exercise of the rights in this clause 3(f), and
       3. the parties agree that the reservation of the rights in this clause 3(f) does not preclude the Tenant from entering into an agreement to enable the planting of trees, subject to the Landlord’s approval under clause 4.5 below **[Drafting Note: Cl 4.5 REQUIRES PRIOR WRITTEN APPROVAL REQUIRED FOR ENVIRONMENTAL BENEFIT SCHEMES]**
    7. all game, deer, wildfowl, woodcock, snipe and other wild birds listed in the Wildlife and Countryside Act 1981 Schedule 2, their nests and eggs and all fish together with the exclusive right for the Landlord and all persons authorised by them to go upon the Holding to rear, preserve, shoot, kill and take them away and to shoot hunt, hawk, sport and fish (and to carry out normal associated activities) on or over the Holding
    8. the right for the Landlord and all persons authorised by them jointly with the Tenant to kill, shoot and take away rabbits, hares, pigeons or any other pests
    9. the right to use, lay, repair, connect to and renew existing or new pipes, drains, conduits, cables, wires or other works and to carry out surveys and ground inspections the Tenant being paid reasonable compensation for all damage caused as a direct consequence of the exercise of such rights
    10. all existing rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord.

1. ENVIRONMENTAL BENEFITS
   1. The Landlord hopes to enhance the environmental condition, carbon sequestration capacity and biodiversity of the Holding by working with its farm tenants and recognises that different holdings will offer differing potential to achieve this, and this may become an important income stream for both the Tenant and the Landlord in future.
   2. The Landlord envisages an approach to achieving environmental benefits on the Holding that would result in the benefit of the enhancement being shared in an appropriate proportion between Landlord and Tenant.
   3. The Landlord will consider any proposals made to it by the Tenant that are intended to produce:
      1. an increase in the amount of carbon sequestered or potential for carbon to be sequestered on the Holding above the Carbon Baseline
      2. an increase in the amount of biodiversity or the potential for biodiversity on the Holding above the Biodiversity Baseline
      3. an Environmental Enhancement.
   4. The Landlord will provide a written response indicating its support (subject to documentation under clause 4.5) or reasons for not supporting any such proposal within 3 months of the proposal being made by the Tenant.
   5. Any steps to be taken by the Tenant which are intended to achieve the outcomes in this clause 4 are only to be undertaken with the Landlord's prior written approval and will be appropriately documented between the Tenant and the Landlord.
   6. The Landlord may be able to invite the Tenant to participate in environmental schemes run by the Landlord that are intended to apply to its rural land. Such schemes do not yet exist, but may in future, and the Landlord would hope that the Tenant would find such schemes attractive.

**[Drafting Note: CONSIDER IF THERE ARE ANY EXISITING ENVIRONMENTAL SCHEMES TO BE CONSENTED]**

1. DIVERSIFICATION
   1. The Landlord will consider any diversification proposals made to it by the Tenant.
   2. The Landlord recognises the importance of on-farm diversification projects to help build long-term resilient farm businesses, and welcomes diversification proposals from its farm tenants. It envisages an approach to diversification that would be likely to involve a sharing of costs between the Tenant and the Landlord and a sharing of income between the Tenant and the Landlord proportionate to the respective cost and risk borne by each of them. Each diversification proposal is individual and will be considered on its own merits at the complete discretion of both the Tenant and the Landlord.
   3. The Landlord will provide a written response indicating its support (subject to documentation under clause 5.4) or reasons for not supporting any such proposal within 3 months of the proposal being made by the Tenant.
   4. Any agreed diversification projects will be subject to the Landlord's prior written approval and appropriately documented between the Tenant and the Landlord.
   5. If required to give effect to an agreed diversification project then amendments may be agreed to the provisions of this eFBT relating to **Use and management**, **Alienation** and **Alterations and improvements** (clauses 6.5(a) and (b), 6.8(a), (b) and (c), and 6.9).

**[Drafting Note: CONSIDER IF THERE ARE ANY EXISITING DIVERSIFICATION PROJECTS TO BE CONSENTED]**

1. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

Rent

To pay the Rent without set-off or deductions (whether legal or equitable) on the Rent Days and in the manner required by this Tenancy (whether demanded or not).

Interest

To pay interest at the Interest Rate on all sums due by the Tenant to the Landlord under this Tenancy for the period from the due date to the date of actual payment.

Outgoings

* + 1. To pay rates, taxes and outgoings relating to the Holding during the Term.
    2. To pay promptly to the Landlord on demand all reasonable and proper charges the Landlord may make for the maintenance, repair and renewal of the track(s) and accessway(s) over which rights are granted by Schedule 2.

Repair

* + 1. To keep, maintain, repair and replace and leave the farmhouse, cottages and farm buildings and fixed equipment on the Holding (including the electricity supply and associated equipment) together with all fixtures and fittings therein clean and in no worse condition than they are in at the date of this Tenancy as evidenced by the Schedule of Condition.
    2. To keep clear and in no worse working order and condition than they are in at the date of this Tenancy as evidenced by the Schedule of Condition all land drains, irrigation reservoirs and sewage disposal systems including domestic foul water drains and underground mains, septic tanks, filtering media, cesspools, liquid manure tanks, roof-valleys, eaves-guttering, downpipes, gulleys and grease-traps.
    3. To keep, maintain and repair and leave in no worse condition than they are in at the date of this Tenancy as evidenced by the Schedule of Condition the yards, tracks and accessways on the Holding.
    4. To repair, replace and renew all covers, tops and vents to manholes, inspection chambers and sewage disposal systems.
    5. To replace, renew or repair and adequately paint, gas-tar or creosote as may be proper all items of fixed equipment (except Tenant's fixtures and buildings) and do any work where such replacement repair or work is rendered necessary by the wilful or negligent acts or omissions of the Tenant or any member of their household or any of their employees contractors licensees or invitees.
    6. As often as may be necessary in order to prevent deterioration properly to clean and paint with at least 2 coats of a suitable quality paint and properly and adequately gas-tar or otherwise effectively treat with an appropriate preservative material all outside wood and iron work of the farmhouse, cottages and farm buildings, the inside wood and iron work of all external outward opening doors and windows and the externally exposed interior of structural steel work of open-sided farm buildings which have been previously painted or otherwise treated with preservative material or which it is necessary in order to prevent their deterioration so to paint or treat with preservative material.
    7. As often as may be necessary properly to clean, colour, whiten, paper, paint to the satisfaction of the Landlord and as the Landlord may direct the inside of the farmhouse, cottages and farm buildings including the interior of all external doors and windows of the farm buildings which have been previously so treated and in the last year of the Term to limewash the inside of all buildings which previously have been limewashed.
    8. Not later than 1 month after the Start Date (or at such alternative time as agreed between the Landlord and the Tenant) the Landlord and the Tenant shall jointly commission and pay for on a 50:50 basis a Soil Structure Report and a Soil Nutrient Report ("**the Commencement Soil Reports**").
    9. To put, keep, maintain and leave the soil on the Holding in a condition no less favourable than that set out in the Commencement Soil Reports.
    10. Not more than 3 months before the end of the Tenancy (or at such alternative time as agreed between the Landlord and the Tenant) the Landlord and the Tenant shall jointly commission and pay for on a 50:50 basis a Soil Structure Report and a Soil Nutrient Report ("**the Termination Soil Reports**").

Use and management

* + 1. Throughout the Term personally to farm the Holding as a trade or business for the Use only.
    2. Not without the Landlord's prior written consent to use or permit the Holding to be used for camping or the parking of vehicles or caravans or for the purpose of auctions, sales, fairs festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film.
    3. To comply with such directions as the Landlord may from time to time reasonably issue with the aim or purpose of conserving and increasing biodiversity; sequestering carbon and protecting and conserving carbon sequestered; maintaining all benefits, payments or credits of any sort relating to the matters referred to in clause 4 **[Drafting Note: ENVIRONMENTAL BENEFITS]**; pursuing good environmental practice; and promoting sustainability.
    4. Not to break up or convert into arable any part of the Holding shown in Schedule 1 as permanent pasture and not to remove from the Holding any turf or topsoil; and to maintain all public rights of way.
    5. Not to deposit any refuse, waste, redundant material or redundant machinery of any kind on the Holding.
    6. To take all reasonable steps to prevent trespass on the Holding (and not to permit third parties to search for buried objects on the Holding without the Landlord's prior written consent) and to prevent any new public or private rights from being acquired over the Holding and to notify the Landlord in writing of any encroachment or trespass on the Holding.
    7. Not to do or suffer to be done on the Holding anything which may be or become a nuisance or annoyance to the Landlord or other occupiers of neighbouring land (including by the straying of livestock).
    8. Not to commit any wilful or voluntary waste on all or any part of the Holding or to remove or alter any fence, hedge or other boundary feature.
    9. Not to cut down or injure any trees growing on the Holding and to protect all trees from damage by animals save that the Tenant shall cut and remove all fallen timber and dangerous trees on the Holding of which the Tenant becomes aware.
    10. To give written notice to the Landlord upon becoming aware of any dead dangerous or potentially dangerous trees on the Holding.
    11. Not without the Landlord's written consent (not to be unreasonably withheld or delayed) to put the Holding down to crops of more than 2 years’ duration, the parties agreeing that this prohibition does not apply to usual crop rotations in which one crop may be followed by another of the same type.
    12. Not without the prior written consent (not to be unreasonably withheld or delayed) of the Landlord to put the Holding down to GM Crops or Notifiable Crops.
    13. At all times personally to reside in the farmhouse on the Holding (if any).
    14. To take all reasonable steps to preserve and prevent the destruction of all wild birds included in the Wildlife and Countryside Act 1981 Schedule 2 (including their nests and eggs).
    15. Not without the Landlord's written consent (not to be unreasonably withheld or delayed) to put any notice boards or advertisements on the Holding.
    16. As far as is reasonably possible, not to do anything which causes:
        1. a reduction in the carbon sequestered (or in the course of being sequestered) on and in the Holding and the vegetation (excluding agricultural crops) on the Holding below the Carbon Baseline or any Revised Carbon Baseline
        2. a reduction in the potential for carbon sequestration on and in the Holding
        3. a reduction in the Biodiversity Metric Score for the Holding below the Biodiversity Baseline or any Revised Biodiversity Baseline
        4. a reduction in the potential increase of the Biodiversity Metric Score for the Holding, or
        5. any Environmental Enhancement or potential for an Environmental Enhancement to be lost or otherwise prejudiced.

Information

* + 1. To join and participate in such environmental monitoring scheme(s) as the Landlord may nominate (such monitoring to be at the Landlord’s expense) and to permit environmental data collection and monitoring.

[**Drafting Note: THE LANDLORD INTENDS TO MONITOR THE ENVIRONMENTAL PERFORMANCE OF ALL OF ITS eFBT FARMS WITH AN APPROPRIATE PROVIDER, SO AS to ensure consistency of data collection and reporting. THE MONITORING WILL BE AT THE LANDLORD’s EXPENSE].**

* + 1. To supply free of charge to the Landlord if reasonably requested a copy of all documents submitted during the Term in respect of the Holding which the Tenant completes pursuant to any Enactment or scheme at the time the document is completed or received and records (including invoices) of all utilities consumed at the Holding and of all crops grown on the Holding, together with such other documents related to the use of the holding as the Landlord may reasonably request.
    2. To supply immediately on receipt to the Landlord a copy of any notice or proceedings served upon the Tenant concerning the Holding.
    3. To supply promptly following receipt to the Landlord a copy of any report or survey relating to the Holding prepared by or for the Tenant.
    4. To supply promptly following the date that they are entered into and free of charge to the Landlord copies of all agreements, plans and ancillary documents in connection with any grant scheme, management agreement or other similar arrangement relating to the Holding (whether of a type for which the Landlord's prior written consent is required pursuant to clause 6.13 or not).
    5. On termination of this Tenancy (or earlier upon written request) to supply any documents held by the Tenant which are required to enable the Holding to be farmed in accordance with this Tenancy including but not limited to full electronic records of cropping and soil management and precision farming data (including any data, records or reports commissioned from farm or soil management companies together with so far as is required by any such companies an assignment of the benefit of any such data or reports by any such companies to the Landlord).
    6. To notify the Landlord in writing as soon as possible of any disrepair that is the responsibility of the Landlord.
    7. To supply free of charge to the Landlord a copy of any charge over the Tenant's business assets at the time the charge is completed.

Legislation

Immediately to comply with any Legal Obligations and to produce all notices, orders, directions or other correspondence relating to the Holding to the Landlord and to permit the Landlord to take a copy. This obligation includes (not by way of limitation) the obligation to comply with all legislation relating to the carrying out of works and working practices on the Holding.

Alienation

* + 1. Not to assign, sublet, charge, part with or share possession or occupation of the Holding.
    2. Not to enter into any contract farming agreement or share farming agreement in relation to the Holding.
    3. Not to have on the Holding third party livestock without the prior written consent of the Landlord (provided that the Tenant may without the Landlord’s prior written consent grant grazing licences for the grazing of sheep only on the Holding for periods of not more than six months).

Alterations and improvements

Not to alter, remove or make additions to any building or other item of fixed equipment nor erect any new buildings or other item of fixed equipment nor apply for planning permission nor make any other improvements (with the exception of routine improvements) to the Holding without the prior written consent of the Landlord PROVIDED THAT where such work is to meet a regulatory obligation the Landlord’s consent shall not be unreasonably withheld or delayed.

Licences and Authorisations

During the Tenancy to preserve any existing licence or authorisation or any new licence or authorisation granted for the Holding relating to water supply or any other matter under any Enactment and on termination of the Term to transfer any such licence and/or authorisation to the Landlord or at their direction.

Costs

* + 1. Recognising that the Landlord is likely to incur costs per farm estimated at a minimum of £20,000 (twenty thousand pounds) plus VAT in administering the eFBT, Farm Green Book, Farm Partnership Book, environmental plans, data monitoring and reporting, much of which will result in shared benefits between Landlord and Tenant, the Tenant agrees to contribute £5,000 (five thousand pounds) plus VAT towards the costs incurred by the Landlord, to be paid on the Start Date.
    2. To indemnify the Landlord against all costs incurred by the Landlord in enforcing their rights or the Tenant's covenants (including the service of notices and the preparation and service of any schedule of dilapidations) or considering or granting requests for consent under this Tenancy.

Death of Tenant

If the Tenant or any of them dies during the Tenancy their executors or administrators or other person or persons in whom any interest in the Tenancy is vested immediately after their death shall within one month of their death give notice in writing to the Landlord of such death and its date.

Schemes

Not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to enter into any grant scheme, management agreement or other arrangement under which the use and/or management of the Holding is restricted.

Ancient Monuments

* + 1. Not to demolish or remove any part of the Holding which is an ancient monument or break up the surface of the ground on any part of the Holding which is the site of an ancient monument whether or not it is designated as an ancient monument under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979.
    2. To prevent any person from damaging any site or monument referred to in clause 6.14(a).
    3. To use their reasonable endeavours to prevent access or damage to such sites by human trespassers or by livestock, rabbits, foxes, badgers and other burrowing animals.
    4. Not to use metal detectors on the Holding or allow anybody to search for buried objects on the Holding without the Landlord's prior written consent.

Artefacts

* + 1. To give written notice to the Landlord forthwith upon the discovery of any artefact giving to the Landlord all such details as are known to the Tenant including the precise place of discovery, the precise nature of the artefact and the identity of the person making such discovery and to preserve such artefacts for the benefit of the Landlord.
    2. Not without the prior written consent of the Landlord to enter into any arrangement with any person to explore the Holding for artefacts.
    3. Forthwith to deliver to the Landlord any artefact discovered which artefact shall in any event be the property of the Landlord (but subject always to the provisions of the Treasure Act 1996).
    4. If notwithstanding the foregoing the Tenant receives a reward or a share of a reward in respect of any artefact discovered on the Holding to hold the same upon trust for the Landlord and to pay the same over to the Landlord forthwith.

Yield up

* + 1. On termination of this Tenancy to hand back the Holding to the Landlord with vacant possession in a clean and tidy condition having removed all the Tenant's property and any rubbish.
    2. Immediately before termination of this Tenancy if and to the extent required by the Landlord to reinstate all alterations, additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term.

Employees

To indemnify the Landlord and keep the Landlord indemnified (for its benefit and the benefit of any Successor) against all and any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding which is made or brought against the Landlord and/or any Successor at any time by virtue of the operation or alleged operation of the TUPE Regulations:

* + 1. as a result of any failure by the Tenant or its contractors or sub-contractors to comply with its/their obligations under regulations 11, 13 and/or 14 of the TUPE Regulations
    2. by or on behalf of any Employee in connection with or as a result of an Employee's employment and/or its termination at any time (whether by the Tenant, the Landlord or any Successor), and/or
    3. by any person who is not an Employee but who alleges that their employment, or any liabilities arising from or in connection with their employment, should transfer or has transferred to the Landlord and/or any Successor including, without limitation, any dismissal or alleged dismissal of any such person by the Landlord and/or any Successor.

1. Landlord'S covenants

The Landlord covenants with the Tenant as follows:

Quiet enjoyment

Subject to the Tenant complying with its obligations in this Tenancy and without limiting the operation by the Government of the United Kingdom of its powers, the Tenant will have quiet enjoyment of the Holding without interruption by the Landlord or any person claiming under rights granted by the Landlord.

1. RENT REVIEW

Rent Review Procedure

* + 1. The Landlord or the Tenant may require the Rent to be reviewed under this clause (and not under Part II of the Act) by serving written notice on the other at least 12 months but less than 24 months before the relevant Rent Review Date.
    2. If the new Rent is not agreed in writing between the parties before the date 6 months before the relevant Rent Review Date (time not being of the essence) then the parties may jointly appoint an independent expert to act as an expert not as an arbitrator or, if no agreement is reached between Landlord and Tenant, such an expert shall be appointed (on the application of either party) by the President of the Royal Institution of Chartered Surveyors or the President of the Central Association of Agricultural Valuers for the time being.
    3. The appointment of the expert (whose decision shall be final and binding) shall specify that the expert's decision will be made following written statements by the parties and the expert shall decide on the issue of costs.
    4. If the reviewed Rent is not agreed or decided by the relevant Rent Review Date the Rent will continue to be payable at the rate applicable immediately before that date and the Tenant shall pay within 7 days of the reviewed Rent being agreed or decided the amount of any increase for the period from and including the relevant Rent Review Date up to the Rent Day next following its agreement or determination ( or if appropriate the Landlord will reimburse to the Tenant the amount of any decrease for the same period) together in either case with interest on such amount at base rate for the period from the relevant Rent Review Date to the date 7 days after the agreement or decision and at the Interest Rate for the period thereafter until the date of payment.
    5. Whenever the reviewed Rent is ascertained the parties shall exchange a memorandum recording it.

Basis of Review

The new Rent payable following review under this clause shall be the best rent (exclusive of any VAT) at which the Holding might reasonably be expected to be let at the relevant Rent Review Date in the open market by a willing landlord to a willing tenant taking into account (subject to this clause) all relevant factors, on the assumption that:

* + 1. the letting is on the same terms as this Tenancy except that the term of the letting will start on the relevant Rent Review Date and continue for the rest of the Term
    2. all the covenants in this Tenancy have been complied with

but disregarding:

* + 1. any work carried out to the Holding which diminishes its rental value
    2. any effect on rent of the fact that the Tenant has been or is in occupation of the Holding
    3. any effect on rent of any tenant's improvements to the Holding made after the date of this Tenancy with the consent of the Landlord (where required) except
       1. any tenant's improvement provided under an obligation which was imposed on the Tenant by the terms of the Tenancy or any previous tenancy and which arose on or before the beginning of the tenancy in question
       2. any tenant's improvement to the extent that any allowance or benefit has been made or given by the Landlord in consideration of its provision; and
       3. any tenant's improvement to the extent that the Tenant has received any compensation from the Landlord in respect of it
    4. any of the terms in this Tenancy that prevent or claims to prevent a rent reduction during the letting hereby granted.

1. INSURANCE
   1. The Tenant covenants totake out and maintain insurance at all times during the Term in the name of the Tenant and with the Landlord’s interest noted on the policy against the Insured Risks (or such other risks as the Landlord may reasonably request from time to time) with an insurance company approved by the Landlord in respect of:
      1. live animals, growing crops, hay, fodder, straw and other crops stored on the Holding, such insurance to cover the cost of delivering these items to the Holding or the cost of replacement (if greater)
      2. machinery, equipment, tools, fuel oil, tenant's fixtures and other items belonging to the Tenant
      3. the farmhouse, cottages, farm buildings and fixed equipment together with all fixtures and fittings on the Holding.
   2. The Tenant covenants to take out and maintain insurance at all times during the Term in the name of the Tenant and with the Landlord’s interest noted on the policy to a level and with an insurance company approved by the Landlord in respect of:
      1. all employer's and public liability risks including damage by livestock
      2. all risks arising out of the Tenant's liabilities and obligations under this Tenancy.
   3. The insurance policy the Tenant takes out to cover the items mentioned in clause 9.1 must cover an amount sufficient at all times to meet replacement or reinstatement costs including demolition; site clearance; the cost of compliance with Authority requirements; the fees of lawyers, architects, surveyors, consulting engineers and other professionals to be employed by the Landlord or the Tenant (or both) in connection with the replacement or reinstatement; and VAT payable thereon. The policy must be one that will remain in force even though petrol or other inflammable substances are stored, handled or kept on the Holding.
   4. The Tenant covenants to produce the insurance policies taken out under clauses 9.1 and 9.2 (with evidence that they are in force) on demand, and to notify the Landlord from time to time of any material changes in the risks covered by the insurance policies.
   5. The Tenant covenants:
      1. not to do anything or fail to do something that will or may cause any insurance policy taken out under clauses 9.1 and 9.2 or any other insurance policy taken out by any third party to be void or voidable
      2. to indemnify the Landlord against any losses, charges, costs or expenses (including any increase in premium) resulting from any breach of this clause 9
      3. to notify the Landlord of any Insured Risk that occurs or any other matter which ought reasonably to be notified to the underwriters or insurance office responsible for the insurance policies
      4. to comply with the conditions of the insurance policies and requirements of the relevant insurer
      5. to notify the Landlord of any activity, event or other matter occurring or likely to occur on the Holding and which may affect the validity of the insurance policies
      6. to use reasonable endeavours to ensure that the insurers waive rights of subrogation against the Landlord on standard insurers' terms.
   6. The Tenant covenants:
      1. If loss or destruction of the items or produce mentioned in clause 9.1(a) (or any of them) occurs, the Tenant covenants immediately to use the full amount of the insurance money to reinstate or replace those items or produce and return to the land the full financial value of the manure that the animals would have produced if they had eaten any destroyed or damaged crops
      2. If the buildings, fixed equipment or any other part of the Holding is destroyed or damaged by any of the Insured Risks then the Tenant will apply the net proceeds of such insurance (except sums received for loss of rent) in carrying out any necessary works of reinstatement as soon as reasonably practicable
      3. The Tenant shall meet any shortfall in the insurance proceeds
      4. Any repair, rebuilding or reinstatement of any building or item of fixed equipment on the Holding must be carried out according to such plans and specifications as the Landlord approves in writing, employing architects, surveyors and other professional advisers approved by the Landlord (such approval not to be unreasonably withheld) and obtaining warranties from professional advisers on terms approved by the Landlord (such approval not to be unreasonably withheld).
   7. The Tenant covenants not to do or fail to do something that causes or may cause loss or damage to any property owned by the Landlord.
   8. The Tenant covenants:
      1. to keep an adequate number of fire extinguishers in the buildings in good working order and take all other reasonable precautions to safeguard the Holding and any adjoining or nearby property owned by the Landlord against fire and other risks
      2. not to do or allow on the Holding any act or omission that will or may increase the risk of fire to any fixed equipment on the Holding.
   9. If the Tenant does not take out and maintain the insurance policies required by this Tenancy or does not show the policies and evidence that they are in force in accordance with clause 9.4, then the Landlord may take out such insurance cover as they decide, and the Tenant shall then repay the Landlord on demand as a debt all the premiums and all other expenses paid or incurred by the Landlord as a result.

**[Drafting Note: Insert ENTITLEMENTS and payment rights provisions here if required]**

1. termination of tenancy

The Landlord and the Tenant agree:

Termination for Sale

The Landlord shall have the right at any time to terminate this Tenancy in respect of the whole or any part or parts of the Holding if the Sale Termination Condition is satisfied by serving Notice on the Tenant.

Termination for Development

The Landlord shall have the right at any time to terminate this Tenancy in respect of the whole or any part or parts of the Holding if the Development Termination Condition is satisfied by serving Notice on the Tenant.

Termination for Environmental Works

The Landlord shall have the right at any time to terminate this Tenancy in respect of any part or parts of the Holding if the Environmental Termination Condition is satisfied by serving Notice on the Tenant, such part or parts together not to exceed 15% of the total area of the Holding at the Start Date.

Termination on Death or Incapacitation

The Landlord shall be entitled:

* + 1. On the death of the Tenant (but in the case of joint tenancies, only of the death of the last of the joint tenants) to terminate this Tenancy by serving notice on the respective Tenant’s personal representatives
    2. In the event of being reasonably satisfied that the Tenant is incapable by reason of physical or mental incapacity of farming the Holding in accordance with the obligations contained in this Tenancy, to terminate this Tenancy by serving Notice on the Tenant.

Consequences of Termination

* + 1. On the expiry of Notice the Term shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Tenancy.
    2. Any termination of part of the Tenancy shall not terminate the Term except in respect of the land taken (in respect of which this Tenancy shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Tenancy) and the Tenant shall be entitled to an appropriate reduction in Rent.
  1. **Tenant’s 3-yearly right to Terminate the Whole**
     1. The Tenant shall have the right to terminate the whole of this Tenancy by serving at least 12 months’ notice on the Landlord to expire on a Tenant’s 3-yearly Break Date. This Tenancy will end on the relevant Tenant’s 3-yearly Break Date provided that:
        1. all Rent due and any VAT payable on it has been paid in full, and
        2. the Holding is free of the Tenant’s occupation and the occupation of any other lawful occupier and there are no continuing underleases

unless the Landlord notifies the Tenant before the relevant Tenant’s 3-yearly Break Date that it waives these conditions. Any waiver will not affect the Tenant’s liability in respect of Rent and other covenants under this Tenancy.

* + 1. The ending of this Tenancy shall be without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Tenancy.

Forfeiture

* + 1. If the whole or any part of the Rent (or any other sum reserved as rent) remains unpaid twenty-one days after becoming due (whether demanded or not), or
    2. If any of the Tenant's covenants or agreements in this Tenancy are not performed or observed, or
    3. If the Tenant (or any of those comprising the Tenant who is an individual) proposes or enters into any composition or arrangement with their creditors generally or any class of their creditors; or is the subject of any judgment or order which is not complied with within seven days or is the subject of any execution or distress levied on the Holding; or is the subject of an application or order or appointment under sections 253, 263 or 286 of the Insolvency Act 1986; or is unable to pay or has no reasonable prospect of being able to pay their debts within the meaning of section 268 of the Insolvency Act 1986, or
    4. If the Tenant (being a company) is the subject of a petition presented or an order made or a resolution passed for appointing an administrator or winding up such company; or a receiver or administrative receiver is appointed of the whole or any part of the undertaking, property, assets or revenue of the company; or agrees to declare a moratorium or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or ceases or threatens to cease to carry on its business

the Landlord may without prejudice to any other rights they may have at any time (and notwithstanding the waiver of any previous rights of re-entry) re-enter the Holding or any part of it whereupon the Tenancy shall end.

1. further mutual agreements

Set–off

* + 1. The Landlord may deduct from any compensation due to the Tenant all sums due from the Tenant to the Landlord.
    2. The Tenant may deduct from any compensation due to the Landlord all sums due from the Landlord to the Tenant.

Failure by Tenant to effect repairs

If the Tenant fails to start work on the repairs for which they are liable under this Tenancy within one month or if they fail to complete them within two months of receiving from the Landlord a written request specifying the necessary repairs and calling on him to execute them then the Landlord may enter and execute such repairs and recover the costs from the Tenant as a debt immediately after the completion of such repairs.

Failure by Tenant to commission soil reports

If the Tenant fails to co-operate with the Landlord to commission the Soil Nutrient Reports and/or the Soil Structure Reports under clauses 6.4(h) and 6.4(j) of this Tenancy then the Landlord may commission such reports and recover 50% of the costs incurred in doing so from the Tenant as a debt immediately thereafter.

Soil Condition

If the Termination Soil Reports identify that the soil on the Holding is in a less favourable condition than as recorded in the Commencement Soil Reports the Tenant will be liable to pay the Landlord for the cost of putting the soil into a state of condition commensurate with Commencement Soil Reports. Such sum will be payable by the Tenant to the Landlord at the end of the Tenancy.

**[Drafting Note: USE COMPENSATION CLAUSE BELOW IF TENANT'S IMPROVEMENTS ARE REQUIRED AT COMMENCEMENT]**

[Compensation

The Landlord and the Tenant agree that:

* + 1. The Tenant will carry out the works set out in Schedule 3within [⚫] months of the Start Date and the Landlord will pay compensation on the termination of the Tenancy [*on the statutory basis*] [*to be agreed*]
    2. The improvements listed in Schedule 3are Tenant's improvements for which the Tenant is entitled to be paid compensation on the termination of the Tenancy [*on the statutory basis*][*to be agreed*]. ]

Tenant's Fixtures and Buildings

The fixtures and buildings specified in Schedule 4 belong to the Tenant and may be removed by him in accordance with the Act.

Redundant Buildings

* + 1. The buildings or other fixtures included or deemed to be included in Schedule 5are to be treated as redundant which means that (save as provided in this clause):
       1. neither the Landlord nor the Tenant are required to maintain, repair or insure (except against employer's or public liability risks) such buildings or fixtures and the parties shall be relieved from any antecedent breach of any such obligations relating to such buildings or fixtures
       2. those buildings or fixtures are to be disregarded for all purposes of this Tenancy
       3. the Landlord has the right at any time at their own expense to enter and repair those buildings or fixtures or remove them.
    2. In default of agreement either party shall be entitled on giving one month's notice in writing to the other to refer the question as to whether any other building or fixture is redundant to the proper requirements of the Holding to an expert appointed in accordance with this Tenancy and if it is agreed or if the expert awards that such building or other fixture is to be treated as redundant then as from the date of such agreement or award (as the case may be) the building shall be deemed to be included in Schedule 5.

Whole Agreement and Representations

This Tenancy contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy and the Tenant covenants that they do not in entering into this Tenancy rely on any representation or warranty other than those expressly set out in this Tenancy or contained in any written replies given by or on behalf of the Landlord to any written enquiries raised by or on behalf of the Tenant.

Landlord's written approval

* + 1. Where the Landlord may grant written approval under this Tenancy then (save where such approval is specifically expressed not to be unreasonably withheld or delayed) such approval may be granted or refused at the sole discretion of the Landlord whose decision shall be final.
    2. The Landlord shall not be required to state a reason for any such grant or refusal.

Dispute resolution

* + 1. In the event of any dispute arising under this Tenancy between the parties other than a dispute in respect of Rent or consent for improvements or compensation for improvements the parties shall first attempt to resolve it by mediation with a maximum duration of one day and in default of resolution it shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement on the application of either party by the President of the Royal Institution of Chartered Surveyors or the President of the Central Association of Agricultural Valuers.
    2. The appointment of such expert shall specify that their decision shall be made following representations in writing by the parties and the costs of the expert shall be borne as directed by the expert and their decision shall be final and binding on all parties.

Landlord's Address and Notices

* + 1. For the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified in clause 2 or at such other address as the Landlord may notify to the Tenant in writing.
    2. Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery at the address given for the party in this Tenancy or in a manner provided for in Section 36 of the Act.

Contracts (Rights of Third Parties) Act 1999

The parties do not intend that any term of this Tenancy should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is preserved.

Registration at the Land Registry

* + 1. The Landlord will not be liable to the Tenant for the consequences of any failure by the Tenant to register or note at the Land Registry this Tenancy where required by the Land Registration Act 2002 or any of the rights granted or reserved by this Tenancy at the Land Registry.
    2. If the Tenant registers this Tenancy or registers the Tenant's rights contained in Schedule 2against the title to the land affected by the Tenant's rights, then the Tenant agrees that at the end of this Tenancy (however it ends) it shall take all necessary steps to close the Land Registry title relating to this Tenancy and remove and cancel all entries at the Land Registry relating to those rights and hereby irrevocably appoints the Landlord to act as the Tenant's attorney for those purposes.

Implied Rights

The Tenant shall not impliedly be or become entitled to any easement or similar right and the operation of section 62 of the Law of Property Act 1925 is limited accordingly in relation to this agreement.

1. early access rights
   1. It is agreed that after 1 August in the last year of the Tenancy (or after notice has been served for early termination of part) the Landlord and/or the Landlord's nominee may enter onto any field on the Holding (or the relevant part of it, in the case of early determination of part) where the Tenant has completed harvest together with all reasonably necessary workers and machinery to carry out autumn cultivations, hedge trimming and fencing work from the date when the Tenant has completed harvest of the relevant field in each case until the end of the Tenancy. The Landlord and/or the Landlord's nominee must give at least 24 hours' notice to the Tenant of their intention to do so.
   2. On request from the Landlord, the Tenant must notify the Landlord of any fields to which clause 12.1 above may apply.
   3. At the end of the Tenancy, the Tenant is not to be entitled to compensation for any seeds, cultivations or acts of husbandry carried out by the Landlord and/or the Landlord's nominee under this clause and the Tenant shall not be responsible for any damage done by the Landlord and/or the Landlord's nominee in the exercise of the rights under this clause.
2. farm business tenancy

The Landlord and the Tenant:

* + 1. certify that before executing this Tenancy the Landlord and the Tenant each served notices on the other in accordance with section 1(4) of the Act
    2. confirm that it is intended that the Tenancy shall be and remain a farm business tenancy within the meaning of the Act
    3. [confirm that there is no agreement for lease to which this Tenancy gives effect].

**[Drafting Note: A NON-AGRICULTURAL BUSINESS USE THAT MAY FALL UNDER PART II OF THE LANDLORD AND TENANT ACT 1954 ACT SHOULD BE DEALT WITH BY A SEPARATE EXCLUDED 1954 ACT TENANCY, SO THIS eFBT DOES NOT CONTAIN A 1954 ACT EXCLUSION]**

1. [GUARANTOR'S COVENANT
   1. The Guarantor covenants with the Landlord as a primary obligation that the Tenant will comply in full with all covenants and obligations under this Tenancy and covenants that if the Tenant does not do so the Guarantor will fully and effectually indemnify the Landlord against all losses, damages, costs, expenses and liability the Landlord may thereby incur.
   2. The Guarantor's liability under this Tenancy will not be affected in any way by:
      1. any neglect or forbearance of the Landlord in enforcing the Guarantor's covenant
      2. any extra time or other concession given by the Landlord to the Tenant
      3. any refusal by the Landlord to accept Rent from the Tenant following a Tenant's breach of covenant
      4. the Tenancy being disclaimed or the Tenant (being a corporation) being dissolved or ceasing to exist or suffering any legal limitation and/or immunity or incapacity or the Tenant or the Guarantor being insolvent
      5. a surrender of any part of the Holding or any variation of the lease hereby granted
      6. any change in constitution or powers of the Landlord the Tenant or the Guarantor
      7. anything else by which, but for this provision, the Guarantor would be released.
   3. The Guarantor waives any right to require the Landlord to proceed against the Tenant or pursue any other remedy before proceeding against the Guarantor.**]**

This agreement is executed as a deed by the parties and is delivered and takes effect on the date of this agreement.

1. - The Holding

The property known as ⚫ at ⚫ extending to approximately ⚫ hectares (⚫ acres) shown tinted pink [and brown] on the attached plan and detailed below

|  |  |  |  |
| --- | --- | --- | --- |
| [OS][NG] Number | Description | Use | [Acres][Hectares] |
|  |  |  |  |
|  |  |  |  |

Including:

* + - * 1. Any additions, alterations or improvements
        2. Any building on the Holding and any Conduits belonging to the Landlord and exclusively serving the Holding
        3. Any existing or future fixtures, fittings, plant, machinery, apparatus and equipment within and exclusively serving the Holding

[but excluding the airspace more than ⚫ metres above the Holding (and the airspace more than one metre above any building on the Holding).]

1. - Tenant's rights

*[A* *right of way for the Tenant and all persons authorised by the Tenant with or without vehicles, animals, machinery and plant over and along the track(s) and accessway(s) shown tinted yellow on the attached plan].*

1. - Tenant's Improvements

|  |  |
| --- | --- |
| Improvement | Grant or Benefit Received by Tenant |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. - Tenant's Fixtures and Buildings
2. - Redundant Buildings
3. - Schedule of Condition
4. - Environmental Audit Report

**SIGNED** as a **DEED** )

by **[LANDLORD]** )

in the presence of: )

Signature:

Name:

Address:

Occupation:

**SIGNED** as a **DEED** )

by **[TENANT]** )

in the presence of: )

Signature:

Name:

Address:

Occupation:

**SIGNED** as a **DEED** )

by **[GUARANTOR]** )

in the presence of: )

Signature:

Name:

Address:

Occupation: