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[DATE]

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## **FARM BUSINESS TENANCY**

**relating to**

Land adjacent to Carr Farm School Lane Kirkham

Between

**Fylde Borough Council**

and

**John Kirkham**

## PREScribed CLAUSES

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>LAN231549 (part)</p> <p>LR2.2 Other title numbers</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Fylde Borough Council of The Town Hall, Lytham Saint Annes, FY8 1LW</p> <p>Tenant</p> <p>John Kirkham of Carr Farm, Church Street, Kirkham, Lancashire, PR4 2SE</p>
LR4. Property	<p>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.</p> <p>All that property known as land adjacent to Carr Farm, School Lane, Kirkham, PR4 2SE as shown edged red on the Plan.</p>
LR5. Prescribed Statements etc.	<p>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.</p> <p>N/A</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p><del>Leasehold Reform Act 1967</del></p> <p><del>Housing Act 1985</del></p> <p><del>Housing Act 1988</del></p> <p><del>Housing Act 1996</del></p> <p>Agricultural Tenancies Act 1995</p>
LR6. Term for which the Property is leased	<p>The Term is as follows:</p> <p>A term of 20 years commencing on the 1<sup>st</sup> July 2021</p>

LR7. Premium	N/A
LR8. Prohibitions or restrictions on disposing of this lease	<p><del>This lease does not contain a provision that prohibits or restricts dispositions.</del></p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
LR9. Rights of acquisition etc.	<p>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.</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease.</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease.</p> <p>None</p>
LR10. Restrictive covenants given by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property.</p> <p>See clause 3.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property.</p> <p>None</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number                      ]</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

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This lease is dated

## Parties

- (1) Fylde Borough Council of The Town Hall Lytham Saint Annes FY8 1LW (**Landlord**)
- (2) John Kirkham of Carr Farm Church Street Kirkham Lancashire PR4 2SE (**Tenant**)

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this lease.

#### 1.1 Definitions:

1 **AA 2020:** Agriculture Act 2020.

#### 2 **Act of Insolvency:**

2a) the making of an application for a bankruptcy order, the presentation of a bankruptcy petition or the making of a bankruptcy order against the Tenant;

2b) the taking of any step in connection with any voluntary arrangement or any other composition or arrangement for the benefit of any creditors of the Tenant;

2c) the appointment of a receiver or interim receiver in relation to any assets of the Tenant; or

2d) any distress, execution, sequestration, use of the procedure in Schedule 12 to the Tribunals, Courts and Enforcement Act 2007 or other similar process affecting any assets of the Tenant that is not fully discharged within 14 days.

3 **Annual Rent:** rent at the rate of £50 per annum and then as revised pursuant to this Lease.

4 **APHA:** the Animal and Plant Health Agency and any other body discharging similar functions from time to time.

5 **ATA 1995:** Agricultural Tenancies Act 1995.

6 **Basic Payment Scheme:** the basic payment scheme as defined in section 7 of the AA 2020 and any similar substituted scheme, including any such scheme established under the AA 2020 and any statutory instrument enacted under the AA 2020 and any subsequent legislation.

- 7 **Cross Compliance Conditions:** the statutory management requirements and the standards for good agricultural and environmental condition of land for the current claim years as published by the RPA or any substituted regulations made by the UK government as a result of the UK leaving the EU under the AA 2020 or any other legislation implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions applicable to the Holding.
- 8 **Defra:** the Department for Environment, Food and Rural Affairs and any successor ministry or department.
- 9 **Genetically Modified Organisms:** has the meaning set out in section 106 of the Environmental Protection Act 1990 and includes all crops containing genes or other genetic material that have been artificially modified or inherited or otherwise derived from genes or other genetic material which were so modified.
- 10 **Holding:** the land adjacent to Carr Farm School Lane Kirkham PR4 2SE shown edged red on the Plan.
- 11 **Notifiable Disease:** any disease named in section 88 of the Animal Health Act 1981 or in any order made under it.
- 12 **Permanent Grassland:** land used to grow grasses or other herbaceous forage naturally (self-seeded) or through cultivation (sown) and that has not been included in the crop rotation of the Holding for the last five years.
- 13 **Permitted Use:** use of the Holding for agricultural purposes only.
- 14 **Plan:** the plan attached to this lease marked "Plan".
- 15 **Rent Payment Date:** 1<sup>st</sup> July
- 16 **Rent Review Date:** Every consecutive five-year period starting from commencement of the Lease.
- 17 **RPA:** the Rural Payments Agency responsible for the administration of the Basic Payment Scheme in England or any other body discharging similar function from time to time.
- 18 **Service Media:** all media for the supply or removal of electricity, water, sewage, and all other services and utilities and all structures, machinery, and equipment ancillary to those media.
- 19 **Term:** a term of 20 years beginning on 1<sup>st</sup> July 2021 and ending on and including 30<sup>th</sup> June 2041.
- 20 **Third Party Rights:** all rights, covenants and restrictions affecting the Holding.
- 21 **VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this tenancy agreement and any agreement, deed, licence, consent, approval, or other instrument supplemental to it.
- 1.3 A reference to the **Tenancy** is to the tenancy granted by this lease.
- 1.4 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the **Tenant** includes a reference to its successors in title.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Holding** is to the whole and any part of it.
- 1.7 A reference to the **end of the Tenancy** is to the end of the Tenancy however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday, or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body.
- 1.14 A reference to **writing** and **written** excludes fax and e-mail.

- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule, and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

## 2. Grant

- 2.1 The Landlord lets the Holding to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary right set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## 3. Ancillary right

- 3.1 The Landlord grants to the Tenant the right to use any Service Media that belong to the Landlord and serve the Holding (the **Right**):
- 3.2 The Right is granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Right in accordance with this lease and only in connection with the Tenant's use of the Holding for the Permitted Use but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Right and all reasonable regulations in connection with the exercise of the Right that the Landlord may make from time to time and notify to the Tenant in writing.



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3.5 The Landlord shall not be liable to the Tenant in respect of any:

- (a) defective Service Media;
- (b) obstruction of any drains, ditches or accessways caused by a third party; or
- (c) any act or omission caused by any owner, tenant or occupier of neighbouring land, or any act, omission or representation caused or made by an agent or employee of the Landlord unless acting with the Landlord's express authority.

#### 4. Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Holding or loss of amenity for the Holding provided that they do not materially affect the use and enjoyment of the Holding for the Permitted Use:

- (a) The right to use and to connect into Service Media on the Holding which are in existence at the date of this Lease or which are installed or constructed during the tenancy;
- (b) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Holding along with the right to authorise agents of the grantee to enter the Holding with or without vehicles, plant and machinery and carry out works on the Holding, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Holding;
- (c) the right to enter the Holding in the last three months of the Term to affix and maintain on suitable parts of the Holding any "For Sale" or "To Let" signs and to show prospective tenants or buyers around the Holding;
- (d) the right to enter the Holding for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; or
  - (iii) the Landlord's interest in the Holding;
- (e) the exclusive right to all treasure or archaeological artefacts discovered on the Holding;
- (f) the right to extract water from any water course on or beneath the surface of the Holding;
- (g) the right to all game, deer, fish, wildfowl and other wild birds and the exclusive right to enter the Holding to rear, preserve, shoot, kill and take them away and the

exclusive right to hunt, shoot, hawk, sport or fish on or over the Holding;

- (h) the right to enter the Holding to kill and take rabbits, hares, mink, and other pests, subject to the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906; and
- (i) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Holding, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Holding at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Holding for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Holding; or
- (b) any loss, damage, injury, nuisance, or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. Third Party Rights**

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third-Party Rights insofar as those obligations relate to the Holding and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third-Party Rights.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third-Party Rights to enter the Holding in accordance with its terms.

## **6. The Annual Rent and other payments**

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on or before the Rent Payment Date and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.

- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.3 The Annual Rent shall be revised as follows:
- (a) £50.00 per annum with effect from and including 1 July 2021 until 30 June 2026;
  - (b) £100.00 per annum with effect from and including 1 July 2026 until 30 June 2031; and
  - (c) £150.00 per annum with effect from and including 1 July 2031 to 30 June 2036
  - (d) £200.00 per annum from 1 July 2036 until the end of the Term
- and Part II of the ATA 1995 shall not apply.
- 6.4 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Holding. If any of those costs are payable in relation to the Holding together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.5 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the Tenancy in respect of the Holding, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.6 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7. Common items**
- 7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Holding in common with other land.
- 7.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures, or other items.
- 8. Insurance**

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8.1 The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Holding with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than ten million pounds or such higher sum as the Landlord may from time to time direct in writing, and the Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

8.2 The Tenant shall use all insurance money received to repair the loss or damage for which the money has been received or (as the case may be) in reinstatement, replacement or in rebuilding.

## **9. VAT**

9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **10. Use and management of the Holding**

10.1 The Tenant shall only use the Holding for the Permitted Use and shall farm all or part of the Holding for the purposes of a trade or business throughout the Tenancy in compliance with section 1(2) of the ATA 1995.

10.2 The Tenant shall manage and cultivate the Holding in compliance with the Cross Compliance Conditions, and otherwise in accordance with the rules of good husbandry set out in section 11 of the Agriculture Act 1947, the terms of this lease, and the industry standards embodied in the Defra codes of good practice, and shall keep and, at the end of the Tenancy, leave the Holding in good heart and condition. For the avoidance of doubt, if the rules of good husbandry conflict with the Cross-Compliance Conditions, the Cross-Compliance Conditions will take priority.

10.3 The Tenant shall not use the Holding for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any owner or occupier of neighbouring property.

10.4 The Tenant shall not:

- (a) make any alteration or addition to the Holding and shall not remove or alter any fences, hedges, gates, ditches, or watercourses forming the boundaries of the Holding (not excluding the maintenance of the same)
  - (b) allow caravans, campers or travellers onto the Holding or allow the Holding to be used for storage containers, any advertisements or signs or any other non-agricultural use;
  - (c) obstruct any public road, footpath, right of way or any means of access to the Holding; or
  - (d) allow any metal detecting on the Holding.
- 10.5 The Tenant shall not damage or remove any hedges, fences or other boundary features on the Holding, and shall not without the Landlord's prior written consent cut, lop, remove, fell or plant any hedges, fruit or other trees, coppice, saplings, pollard or underwoods, and shall promptly notify the Landlord in writing of any dangerous tree on the Holding that the Tenant is aware of.
- 10.6 The Tenant shall not without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed):
  - (a) sell any grass, or allow any other persons to enjoy the use or benefit of the Holding which would purport to convey any rights over the land or any part of it. For the avoidance of doubt, the Tenant is permitted to take in horses (for grazing) without requiring the Landlords prior written consent provided it does not create any right over the Holding or any part of it.
  - (b) keep or plant or cause to be kept or planted on the Holding any Genetically Modified Organisms;
  - (c) break up, plough or damage any part of the Holding that is Permanent Grassland, burn or damage any heather or moorland on the Holding or remove any topsoil, turf, stone or gravel from the Holding;
  - (d) take any part of the Holding out of agricultural use or
  - (e) enter the Holding, or any part of it, into any agri-environmental scheme or capital grants scheme, or any similar replacement schemes
- 10.7 The Tenant shall not destroy or harm any game (including pheasants, partridges, grouse, heath or moor game, black game and buzzards and their nests and eggs), or any wildfowl (including geese, ducks, guinea fowl and swans) or any wild birds listed in Part I of Schedule 2 to the Wildlife and Countryside Act 1981, or any deer and shall warn off unauthorised persons from molesting or destroying any such game, wildfowl, wild birds or deer.

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10.8 The Tenant shall not burn any vegetation on the Holding except in compliance with all applicable laws and with the Cross-Compliance Conditions.

10.9 The Tenant shall:

- (a) inform the Landlord and the APHA immediately of any outbreak or suspected outbreak of any Notifiable Disease of livestock;
- (b) inform the Landlord of any plant pests or diseases that are classified as quarantine organisms and subject to statutory control;
- (c) comply with any direction or recommendation from the APHA, any relevant statutory body or any reasonable request from the Landlord for the prevention or treatment of any disease notified under this clause;
- (d) use all reasonable endeavours to keep the Holding free from disease, weeds, mole-heaps, moles, rabbits, rats and other vermin and any infestation by insects and other pests; and
- (e) notify the Landlord immediately if the Tenant finds growing on the Holding any injurious weeds specified in either the Weeds Act 1959 or the Ragwort Control Act 2003 and shall use all reasonable endeavours to remove the injurious weeds.

10.10 The Tenant shall use all reasonable care to ensure that timber, hedges, and crops are not adversely affected during spraying and shall comply with the latest codes of best practice governing the use of pesticides.

10.11 The Tenant shall keep the Holding and, at the end of the Tenancy, leave the Holding clean, tidy and clear of rubbish and shall repair and keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Holding.

10.12 The Landlord may enter the Holding to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Holding. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Holding and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those referred to in this Lease.

## **11. Compliance with laws**

11.1 The Tenant shall comply with all laws relating to:

- (a) the Holding and the occupation and use of the Holding by the Tenant;
- (b) the use of all Service Media at or serving the Holding;
- (c) any works carried out at the Holding; and
- (d) all materials kept at or disposed of from the Holding.

11.2 Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall:

- (a) not commit or allow to be committed on or from the Holding or from the activities carried out on the Holding, any breach of the Environmental Protection Act 1990 or the Wildlife and Countryside Act 1981 or any other statutes, orders, bye-laws, regulations or codes relating to the protection of the environment or the preservation of protected species;
- (b) obtain and comply with all permits, licences, authorisations, approvals, conditions, and restrictions affecting the Holding under the Environmental Protection Act 1990;
- (c) not pollute any watercourse, ground water or any water supply, and shall ensure that there is no breach on or from the Holding or from the activities carried out on the Holding of the Water Industry Act 1991, the Water Resources Act 1991, the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations 2010, Sludge (Use in Agriculture) Regulations 1989 or any other legislation relating to water, and, if any such breach occurs, the Tenant shall immediately inform the Landlord and shall take all steps necessary to contain the breach and remediate its effect in compliance with all laws and all reasonable requirements of the Landlord;
- (d) obtain all necessary licences and consents for the discharge of effluent from the Holding, providing copies to the Landlord on request, and shall not breach the terms of any water abstraction licence in place on the Holding;
- (e) ensure that all chemicals, fertilisers, sheep dips, pesticides and other similar items are stored and if appropriate are disposed of in compliance with all applicable laws; and
- (f) manage, deposit, and dispose of any waste, including agricultural waste as defined by the Environmental Permitting (England and Wales) Regulations 2016 (SI 2016/1154), in accordance with the environmental permitting regime and all other laws relating to waste.

11.3 Within five working days after receipt of any notice, order, direction, or other formal communication affecting the Holding or the Landlord's interest in the Holding (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and

- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

**12. Prohibition of dealings**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Holding or enter into any partnership, share-farming agreement, contract-farming agreement, management agreement or any shared occupation agreement affecting the Holding, or grant any right or licence over the Holding in favour of any other person or allow any other persons to enjoy the use or benefit of the Holding.

**13. Registration of the Lease**

- 13.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

**14. Returning the Holding to the Landlord**

- 14.1 At the end of the Tenancy, the Tenant shall:
  - (a) return the Holding to the Landlord in the condition required by this lease;
  - (b) remove from the Holding the Tenant's livestock, equipment, goods, and all other personal possessions belonging to or used by the Tenant; and
  - (c) leave all hay, straw, roots, and green crops then remaining unconsumed and all unused manure and compost properly stacked in some convenient place on the Holding.
- 14.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any equipment, goods, and all other personal possessions that the Tenant has left on the Holding for more than ten working days after the end of the Tenancy. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**15. Indemnity**

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Holding and loss of amenity



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of the Holding) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any act or omission of the Tenant or any other person on the Holding with the Tenant's actual or implied authority; or
- (c) the escape of any livestock from the Holding [or Accessway].

**16. Landlord's covenant for quiet enjoyment**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Holding without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**17. Re-entry and forfeiture**

17.1 The Landlord may re-enter the Holding (or any part of the Holding in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or tenant covenant of this lease;
- (c) an Act of Insolvency or
- (d) the death of the Tenant.

17.2 If the Landlord re-enters the Holding (or any part of the Holding in the name of the whole) pursuant to this clause, this Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

**18. Entire agreement**

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to its subject matter.

**19. Notices**

19.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an e-mail is not in writing; and

- (b) given by hand or by pre-paid first-class post or other next working day delivery at the party's principal place of business or residence.
- (c) When given to the Landlord, sent to the address given in clause 19.4

19.2 If a notice complies with the criteria in this lease, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.4 The Landlords address for service is Town Hall, Lytham St Annes FY8 1LW or such other address as the Landlord may notify to the Tenant from time to time.

19.5 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

## **20. Rights of third parties**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

## **21. Farm business tenancy**

The Landlord and Tenant:

- (a) certify that before executing this lease the Landlord and the Tenant exchanged notices in accordance with section 1(4) of the ATA 1995;
- (b) confirm that the tenancy created by this lease is and shall remain a farm business tenancy; and
- (c) confirm that there is no agreement for lease to which this lease gives effect.

## **22. Expert determination**

Any dispute arising out of or in connection with this lease that is not required under the ATA 1995 to be referred to arbitration shall be determined by an independent expert, who shall act as an expert and not as an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's

appointment. The parties are entitled to make written submissions to the expert. The expert's decision shall be final and binding on the parties in the absence of manifest error or fraud. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

**23. Governing law**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This lease has been entered into on the date stated at the beginning of it.

The Common Seal of Fylde Borough  
Council was hereunto affixed in the  
presence of:

.....  
Head of Legal  
Services

Signed as a deed by John Kirkham  
in the presence of:

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# DRAFT