



Homes
England

Date: 18 January 2022

Our Ref: RFI3709

Tel: 0300 1234 500

Email: infogov@homesengland.gov.uk

Making homes happen

[REDACTED]

Information Governance Team
Homes England
Windsor House – 6th Floor
50 Victoria Street
London
SW1H 0TL

Dear [REDACTED]

RE: Request for Information – RFI3709

Thank you for your recent letter to our CEO, Peter Denton. Your letter contained a request for recorded information and therefore we have processed your correspondence in accordance with the Freedom of Information Act 2000 (FOIA).

You requested information in relation to Homes England's position regarding the use of land owned by the organisation for fox hunting or trail hunting.

Response

We can confirm that we do hold recorded information that falls in scope.

Homes England land assets that are leased or tenanted to third parties are done so with agreement to the terms of our Farm Business Tenancy Agreements or Grazing Licences. The terms of these agreements require the licensee or tenant to comply with the law.

Enclosed with this response we have provided full copies of our template agreements. For ease, the relevant sections of each in relation to your request are as follows:

Farm Business Tenancy:

Legislation

3.9 At the Tenant's own expense to do everything in relation to the Holding or its use which is required to comply with all laws including the use of all services at or service the Holding, any works carried out at the Holding, animal welfare and all materials kept at or disposed of from the Holding.

Grazing Licence:

(xvi) To observe and comply with any and every legal requirement including any and every statute regulation by-law order direction and official code of practice governing or affecting the use of the Property including the keeping of the horses/ponies on the Property.

OFFICIAL



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(xxii) Without prejudice to the following provisions to be responsible for all health and safety, welfare, environmental and security issues arising from the use of the Property during the licence period, including complying with all laws relating to the Property and the use of the Property by the Licensee and all Animal Legislation and not permitting any trespass on the Property.

Advice and Assistance

We have a duty to provide advice and assistance in accordance with Section 16 of the FOIA. To comply with this duty we are able to confirm that Homes England has an estate of circa 6,000 hectares and we do not allow hunting on our land. If any illegal activity on our land were witnessed and/or brought to our attention we would take appropriate action.

Right to Appeal

If you are not happy with the information that has been provided or the way in which your request has been handled, you may request an internal review. You can request an internal review by writing to Homes England via the details below, quoting the reference number at the top of this letter.

Email: infogov@homesengland.gov.uk

The Information Governance Team
Homes England – 6th Floor
Windsor House
50 Victoria Street
London
SW1H 0TL

Your request for review must be made in writing, explain why you wish to appeal, and be received within 40 working days of the date of this response. Failure to meet this criteria may lead to your request being refused.

Upon receipt, your request for review will be passed to an independent party not involved in your original request. We aim to issue a response within 20 working days.

You may also complain to the Information Commissioner's Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.

The Information Commissioner's details can be found via the following link:

<https://ico.org.uk/>

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

The Information Governance Team
For Homes England



Homes
England

Farm Business Tenancy (Short Form – 2 years or less)

LANDLORD: Homes and Communities Agency
(trading as Homes England)

TENANT:

HOLDING: Land at

TENANCY AGREEMENT

Date

1 DEFINITIONS

- 1.1 The **Landlord:** **Homes and Communities Agency** (trading as Homes England) of One Friargate, Coventry, CV1 2GN
- 1.2 The **Tenant:** ■ of
- 1.3 The **Holding:** The property known as **Land at** ■ extending to acres or thereabouts shown for identification purposes only edged in **red** on the attached plan
- 1.4 The **Term:** A term of two years starting on the Start Date and expiring on
- 1.5 The **Start Date:** ■
- 1.6 The **Rent:** ■ **plus VAT** per annum payable by two equal instalments in advance on the Rent Days
- 1.7 **Rent Days:** 29th September and 25th March in each year of the Term.
- 1.8 **Interest Rate:** 4% above the base rate of Barclays Bank Plc
- 1.9 **Entitlements:** [The Holding's BPS Entitlements as defined in Schedule 3]
- 1.10 **Use** The trade or business of growing arable crops and livestock farming [for agricultural purposes only].
- 1.11 **Notice:** no less than [one/three] months prior written notice
- 1.12 In this agreement except where specially defined in this clause or in Schedule 2 the words and phrases used have the meaning given to them by the Act

2 LETTING

The Landlord lets the Holding to the Tenant for the Term **SUBJECT** to such title matters and third party rights as affect the Holding

EXCEPTING AND RESERVING from the Tenancy to the Landlord

- 2.1 The right for **the** Landlord and all persons authorised by him 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
- 2.2 All mines 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 thereby caused by the exercise of such rights
- 2.3 The right to take water from any source of water supply on the Holding provided sufficient water is left for the Tenant to farm in accordance with this agreement
- 2.4 The right to grant rights to third parties over the Holding subject to the payment of reasonable compensation for damage but retaining for the Landlord the full benefit of any payments made for those rights or any existing rights
- 2.5 All timber and other trees (except fruit trees), saplings, pollards and underwood with the right to inspect mark fell cut replant and carry them away from the Holding and from neighbouring land over the Holding without making any payment to the Tenant for the use
- 2.6 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 him 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
- 2.7 The right for the Landlord and all persons authorised by him jointly with the Tenant to kill shoot and take away rabbits hares pigeons or any other pests
- 2.8 The right to use lay repair connect to and renew existing or new roads paths cycleways pipes drains sewers conduits cables culverts wires or other conducting media or works the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights

- 2.9 The right on giving no less than seven days notice (except in the case of an emergency when no notice shall be required) to enter and to inspect and survey the Holding or any adjoining property including but not limited to anything on it or under the surface and record the condition of the Holding or any adjoining property (such inspection survey or record may be carried out by intrusive investigation (including but not limited to digs, trial pits and boreholes) or otherwise) the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights. The Tenant must evidence such losses to the Landlord's reasonable satisfaction. The valuation of any crop loss shall be carried out in accordance with the Agriculture (Calculation of Value for Compensation) Regulations 1978 to 1983 and the prices and practices of the Central Association of Agricultural Valuers.
- 2.10 To carry out the repair, replacement, maintenance and decoration obligations to the Holding in accordance with the terms of this agreement
- 2.11 The right on giving no less than seven days notice (except in the case of an emergency when no notice shall be required) to enter to erect or install and leave in situ equipment required for all inspection surveys and recording to be carried out on the Holding or adjoining property (including but not limited to fences gates markers chambers and monitoring equipment) the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights. The Tenant must evidence such losses to the Landlord's reasonable satisfaction. The valuation of the crop loss shall be carried out in accordance with the Agriculture (Calculation of Value for Compensation) Regulations 1978 to 1983 and the prices and practices of the Central Association of Agricultural Valuers.
- 2.12 All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord
- 2.13 Subject to the rights of the Crown, all valuables antiquities and archaeological specimens found on or in any part of the Holding

3 TENANT'S AGREEMENTS

The Tenant agrees with the Landlord as follows

3.1 Rent

To pay the Rent without set-off or deductions on the Rent Days and in the manner required by this agreement (whether demanded or not) and the Insurance Rent as rent on demand

3.2 VAT

To pay all Value Added Tax which may be payable on any taxable supply made to the Tenant in relation to this agreement or on any payment by the Landlord which the Tenant is required to reimburse to the Landlord

3.3 Interest

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

3.4 Outgoings

To pay all rates taxes and outgoings relating to the Holding during the Term

3.5 Maintenance and repair

To carry out the repair, replacement, maintenance and decoration obligations specified as being the responsibility of the Tenant contained in the Agriculture (Model Clause for Fixed Equipment) Regulations 2015 which obligations are incorporated into this agreement so far as they are not inconsistent with the other clauses in this agreement and:

- (a) at all times to put keep and maintain the Holding in good repair and condition and the land in good heart throughout the term of the tenancy
- (b) to keep the Holding (where appropriate) neat and tidy and all fixtures and fittings in good repair and condition (whether belonging to the Landlord or the Tenant) on it or on any other property but serving the Holding and at the end of the term leave clean and in good repair, order and condition
- (c) to keep clear and free from obstruction all land drains and ditches on the Holding and any service media on or serving the Holding

- (d) to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back and to keep all gates securely fastened and at the end of the term return to the Landlord all keys and padlocks provided by the Landlord
- (e) to pay to the Landlord on demand an appropriate proportion of the costs from time to time incurred by the Landlord in the maintenance and repair of any items used in common with any adjoining or neighbouring property
- (f) to make good any disrepair for which the Tenant is liable within two months after the date of written notice from the Landlord (or sooner if the Landlord reasonably requires) and if the Tenant fails to comply with any such notice to permit the Landlord to enter and carry out the work, the cost of which shall be reimbursed by the Tenant on demand as a debt

3.6 Insurance

To maintain public liability insurance in respect of his business assets and activities on the Holding with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than [5] 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 provide copies of the insurance documents to the Landlord that show that such cover is active on request.

3.7 Use and management

- (a) Throughout the Term personally to farm the Holding as a trade or business for the Use only in compliance with section 1 (2) of the Agricultural Tenancies Act 1995.
- (b) To keep the Holding free from weeds and pests and to farm the Holding in accordance with the rules of good husbandry as defined in the Agriculture Act 1947 and not merely to keep the Holding in good agricultural and environmental condition and not to allow anything to be done on the Holding which might cause the pollution of any watercourse or supply of water
- (c) Before the end of the Term to spread all manure slurry and compost on the Holding

- (d) 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 top soil and to maintain all public rights of way
- (e) Not to deposit any refuse waste redundant material or redundant machinery of any kind on the Holding
- (f) To take all reasonable steps to prevent trespass on the Holding 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
- (g) 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
- (h) 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
- (i) Not to cut down or injure any trees growing on the Holding and to protect all trees from damage by animals and shall not without the Landlord's prior written consent, cut, lop, remove or plant any fruit or other trees
- (j) To inspect the trees on the Holding regularly and to give written notice to the Landlord of any dead or potentially dangerous trees on the Holding
- (k) Not to put the Holding down to crops of more than 2 years duration
- (l) At all times personally to reside in the farmhouse on the Holding (if any)
- (m) Not to use or permit the Holding to be used for camping or parking of vehicles or caravans or for the purpose of auctions, sales, fairs, storage of containers, metal detecting, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film or any other non-agricultural use
- (n) 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)

- (o) Not to destroy or harm any game 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 other wild birds listed in Part 1 of Schedule 2 to the Wildlife and Countryside Act 1981, or any deer or fish and shall warn off unauthorised persons from molesting or destroying any such game, wildfowl, wild birds, deer or fish
- (p) To take all reasonable steps to keep the Holding free from disease, weeds, mole heaps, moles, rabbits, rats and other vermin and any infestation by insects and other pests, subject to any applicable licences required. The Tenant is strictly prohibited from displaying dead vermin, animals or birds on the Holding or any boundary features of the Holding.
- (q) Not to allow any livestock on the Holding to be treated in a manner likely to cause unnecessary pain or distress and to comply with any enactment or relevant official code of practice relating to animal welfare.
- (r) Not to permit any person onto the Holding to search or remove any objects of archaeological or scientific interest

3.8 Information

- (a) To supply free of charge to the Landlord a copy of all documents submitted during the Term in respect of the Holding which the Tenant completes pursuant to any Enactment or in respect of Entitlements or as part of an application for any type of Payment Rights at the time the document is completed
- (b) 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
- (c) To supply immediately on receipt to the Landlord a copy of any notice or proceedings served upon the Tenant concerning the Holding

3.9 Legislation

At the Tenant's own expense to do everything in relation to the Holding or its use which is required to comply with all laws including the use of all services at or

service the Holding, any works carried out at the Holding, animal welfare and all materials kept at or disposed of from the Holding.

3.10 Legal Agreements

To enter into any Legal Agreements in relation to the Holding at the request and cost of the Landlord

3.11 Alienation

Not to assign, sublet, charge, part with or share possession or occupation of the Holding or any part nor to enter into any contract or share farming agreement in relation to the Holding or any part nor have on the Holding or any part third party livestock

3.12 Alterations and improvements

Not to alter, remove or make additions to any building or other item of fixed equipment or erect any new buildings or other item of fixed equipment or apply for planning permission or make any other improvements (with the exception of routine improvements) to the Holding without the prior written consent of the Landlord

3.13 Schemes

Not without the prior written consent of the Landlord to enter into any grant scheme management agreement or other arrangement under which the use and/or management of the Holding is restricted

3.14 Operations or Husbandry

To cease to carry out such operations or husbandry on the Holding or to alter operations or husbandry on the Holding or to fence in livestock using electric fencing to prevent access to parts of the Holding when requested by the Landlord if requested to facilitate the Landlord in the exercise of the rights reserved in clause 2

3.15 Licenses 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 his direction

3.16 Death of Tenant

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

3.17 Yield up

On termination of this agreement to hand back the Holding to the Landlord with vacant possession in a state of repair and condition which is consistent with the proper performance of the Tenant's obligations in this agreement

3.18 Indemnity

- (a) not to do or omit to do on or near the Holding any act or thing which may render the Landlord liable to pay any penalty damages compensation costs charges or expenses or to carry out any work of whatever nature
- (b) at all times to keep the Landlord fully indemnified against all losses claims actions and liabilities arising (whether directly or indirectly) as a result of any act or default of the Tenant

3.19 Dilapidations Notice

To pay to the Landlord on an indemnity basis all expenses incurred by the Landlord in the preparation and service of a notice under section 146 of the Law of Property Act 1925 or in relation to proceedings under section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

3.20 Health and Safety

- (a) to obtain all consents and approvals as may be required from the relevant authorities and any interested parties including but without limitation the Health and Safety Executive and Environmental Health

- (b) without prejudice to the following provisions the Tenant shall be responsible for all health and safety, welfare, environmental and security issues arising from the use of the Holding during the Term
- (c) the Tenant shall notify the Landlord's Health and Safety Manager by email to enquiries@homesengland.gov.uk and telephone to 0300 1234 500 immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:
 - (i) a fatal accident to any worker or a member of the public;
 - (ii) any injury to a member of the public requiring reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) ("RIDDOR");
 - (iii) any dangerous occurrence, as defined by RIDDOR;
 - (iv) the service of any improvement or prohibition notice under the Health and Safety at Work etc Act 1974;
 - (v) any incident having health and safety implications which attracts the attention of the police and/or the media;
 - (vi) the commencement of any criminal prosecution under the Health and Safety at Work etc Act 1974

4 LANDLORD'S AGREEMENTS

The Landlord agrees with the Tenant as follows:

4.1 Quiet enjoyment

If the Tenant observes and performs the Tenant's agreements and obligations in this agreement the Tenant may peaceably hold and enjoy the Holding during the Term without any unlawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord

5 ENTITLEMENTS AND PAYMENT RIGHTS

5.1 Entitlements

The Tenant covenants with the Landlord to comply with the provisions set out in Schedule 3

5.2 Payment Rights

The Tenant agrees:

- (a) not to do or omit to do anything which might prejudice the allocation of Payment Rights to the Landlord or any previous or future occupier of the Holding or any part of it
- (b) to take all necessary steps to maximise the allocation of any Payment Rights to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it
- (c) on termination of the Tenancy to take all necessary steps to transfer such Payment Rights to the Landlord or as the Landlord shall direct
- (d) not to make a claim in respect of Payment Rights allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

6 TERMINATION OF TENANCY

6.1 The Landlord and the Tenant agree:

- (a) The Landlord shall be entitled on the death of the Tenant (or in the case of more than one joint tenant on the death of any of them) to terminate this agreement by serving Notice on his personal representatives
- (b) The Landlord shall be entitled (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 agreement) to terminate this agreement by serving Notice on the Tenant
- (c) On the expiry of the Notice this agreement shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this agreement

6.2 Break Clause

- (a) The Landlord shall have the right at any time to terminate this agreement in respect of the whole of the Holding by serving on the Tenant not less than [one/three] month's prior written notice of his intention to do so.
- (b) The Landlord shall have the right at any time to terminate this agreement in respect of any part of the Holding by serving on the Tenant not less than [one/three] month's prior written notice of his intention to do so.

6.3 Forfeiture

- (a) 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
- (b) If any of the Tenant's agreements in this agreement are not performed or observed; or
- (c) If the Tenant (or any of those comprising the Tenant who is an individual) proposes or enters into any composition or arrangement with his creditors generally or any class of his 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, 273 or 286 of the Insolvency Act 1986; or is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of section 268 of the Insolvency Act 1986; or
- (d) 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

Then the Landlord may without prejudice to any other rights he 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

7 FURTHER MUTUAL AGREEMENTS

The Landlord and the Tenant agree and confirm:

7.1 Set-off

That the Landlord may deduct from any compensation due to the Tenant all sums due from the Tenant to the Landlord

7.2 Dispute Resolution

- (a) In the event of any dispute arising under this agreement between the parties other than a dispute in respect of Rent or consent for improvements or compensation 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
- (b) The appointment of such expert shall specify that his 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 his decision shall be final and binding on all parties

7.3 Whole Agreement

- (a) This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy.
- (b) That before executing this tenancy the Landlord and Tenant exchanged notices in accordance with section 1 (4) of the Agricultural Tenancies Act 1995;
- (c) That the tenancy created by this agreement is and shall remain a farm business tenancy; and
- (d) There is no agreement for lease to which this lease gives effect.

7.4 Landlord's Address

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 1 or at such other address as the Landlord may notify to the Tenant in writing

7.5 Contracts (Rights of Third Parties) Act 1999

The parties do not intend that any term of this agreement 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

7.6 Freedom of Information

(a) In this clause the following definitions apply:

"EIR" means the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

"EIR Exception" means any application exemption to EIR

"Exempted Information" means any information that is designated as falling or potentially falling within the FOIA Exemptions or EIR Exceptions

"FOIA" means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

"FOIA Exemption" means any application exemption to FOIA

"Information" means in relation to

- (i) FOIA, the meaning given under section 84 of the FOIA and which is held by the Landlord at the time of receipt of an RFI; or
- (ii) EIR, has the meaning given under the definition of "environmental information" in section 2 of EIR and which is held by the Landlord at the time of receipt of an RFI;

“Request for Information/RFI” shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Holding, this Lease or any activities or business of the Landlord

- (b) The Tenant acknowledges that the Landlord is subject to legal duties which may require the release of information under FOIA and/or EIR and that the Landlord may be under an obligation to provide information subject to a Request for Information.
- (c) The Landlord shall be responsible for determining in its absolute discretion whether:
 - (i) any Information is Exempted Information or remains Exempted Information, or
 - (ii) any Information is to be disclosed in response to a Request for Information

and in no event shall the Tenant respond directly to a Request for Information to which the Landlord is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landlord

- (d) Subject to clause 7.6(e) below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:
 - (i) without consulting the Tenant; or
 - (ii) following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account
- (e) Without in any way limiting clauses 7.6(c) and 7.6(d) in the event that the Landlord receives a Request for Information, the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant
- (f) The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord to comply with its obligations to disclosure Information under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will) at their own cost:

- (i) transfer any Request for Information received by the Tenant to the Landlord as soon as practicable after receipt and in any event within two working days of receiving a Request for Information:
 - (ii) provide all such assistance as may be required from time to time by the Landlord to enable the Landlord to comply with its obligations to disclose Information
- (g) Nothing in this Lease will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information

7.7 Transparency

- (a) In this clause the following definition applies:-

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

- (b) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Lease, the Tenant hereby consents for the Landlord to publish the Lease to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the contract
- (c) The Landlord shall be responsible for determining in its absolute discretion whether any of the content of the Lease is exempt from disclosure in accordance with the provisions of the FOIA either;
- (i) following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account; or
 - (ii) without consulting the Tenant
- (d) The Tenant shall assist and co-operate with the Landlord to enable the Landlord to publish this Lease

SIGNED for and on behalf of the Landlord)
)

SIGNED by the Tenant in the presence of:)
)

Schedule 1

The Holding

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

Schedule 2

Definitions and Interpretations

"Act" means the Agricultural Tenancies Act 1995

"Authority" means any statutory public local or other authority or any court of law or any government department or any of their duly authorised officers

"Cross Compliance" means the statutory management requirements and the standards for good agricultural and environmental condition of land listed in Regulation (EU) 1306/2013 and all associated delegated and 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, requirements and standards that must be complied with for full payment under the Basic Payment Scheme and/or the compliance requirements of the Replacement Scheme.

"Enactment" means any Act of Parliament or subordinate legislation or any European Union legislation or decree or other supranational legislation or decree having effect of law in the United Kingdom

"Insurance Rent" means the amount paid by the Landlord (including any excess sums) during the Term in discharging premiums for fire insurance public liability and other risks or insurances in any policy effected by the Landlord in respect of the Holding payable upon production by the Landlord to the Tenant of the receipt for the premiums due

"Legal Agreement" means any deed or agreement under Section 106 Town and Country Planning Act 1990, Section 38 or 278 Highways Act 1980, Section 104 Water Industry Act 1999, Electricity Act or other document reasonably required by any statutory utility company or statutory undertaker or lawful authority in connection with the laying

and passing of services under the Holding or the development of the Holding or any adjoining land.

"Legal Obligations" means any obligation created by any Enactment which relates to the Holding or its use or any obligation in any planning permission or any Legal Agreement or other deed or legal agreement entered into in respect of the Holding

"Payment Rights" means all quota or other right of production or right to payment or subsidy whether under any scheme for the production or marketing of agricultural produce or otherwise or any right of restriction on production or the use of the Holding for farming or any licence or consent required for such production or use which is now or at any time in the future may be allocated transferred or made available to the Tenant (and whether as a matter of law attached to the Holding or not) other than Entitlements

"Schedule of Condition" means the schedule attached to this agreement

"Tenancy" means the tenancy granted by this agreement

In this agreement unless the context otherwise requires:

- (a) 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;
- (b) the term "the Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the determination of the Tenancy;
- (c) the term "the Tenant" includes the person for the time being entitled to the Tenancy;
- (d) where there are two or more persons included in the expressions "the Landlord" and "the Tenant" the obligations of such persons under this agreement shall be joint and several;
- (e) any reference to "the Holding" includes any part or parts thereof;
- (f) any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to and at the same times as the sum in question;

- (g) any provision not to do an act or thing imports an obligation not to cause to permit such act or thing to be done;
- (h) any reference to an Enactment includes reference to that Enactment as amended or replaced from time to time and to any subordinate legislation, order, notice, code of practice and guidance made under that Enactment
- (i) 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

Schedule 3

Tenant's Covenants Relating to Basic Payment Scheme etc

1. In this Schedule:

- 1.1 **“CAP”** means Common Agricultural Policy of the European Union so far as applicable to England and Wales and any domestic successor policy.
- 1.2 **“CAP Reform”** means the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts and all legislation guidance and codes of practice made from time to time under them or on its own account in relation to the Basic Payment Scheme by the UK government or any devolved authority applicable to the Holding, in each case as amended, extended or re-enacted from time to time.
- 1.3 **“the Department”** means the Department of the Environment Food and Rural Affairs and any successor ministry or department which shall include where appropriate the Rural Payments Agency or any other relevant authority responsible for administering the Basic Payment Scheme
- 1.4 **“BPS Entitlements”** means any right or entitlement to receive a support payment subsidies compensation or other payment of any kind whether nor or originally from the European Union or the Department or any other public or statutory body whether jointly or individually under the Basic Payment

Scheme and/or the Replacement Scheme and shall include any authorisations attached to the entitlements previously described and any similar replacement entitlements whether resulting from CAP Reform or otherwise and including any replacement entitlements established under domestic legislation.

- 1.5 “**Basic Payment Scheme**” means the basic payment scheme originally established by Regulation (EU) No 1307/2013
- 1.6 “**Greening Payment**” means the direct payment originally established by Regulation (EU) No 1307/2013 for farmers observing greening agricultural practices beneficial for the climate and the environment and any similar replacement payment and any similar additional payment, whether resulting from CAP Reform or otherwise and including any similar or analogous payment established under domestic legislation.
- 1.7 “**Regulations**” means Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 and any other regulation directives amending or substituting them; and any other regulations, orders, decisions or instruments directives made ancillary to the Regulations and all other regulations, statutes, statutory instruments, orders or directives implementing them in England
- 1.8 “**Replacement Scheme**” means any new scheme whether resulting from CAP Reform or otherwise which replaces the Basic Payment Scheme and provides a support payment subsidies compensation payment or other payments of any kind in respect of the use or management of the Holding
- 1.9 “**Other Entitlements**” means any right or entitlement to receive support, payment, subsidies, compensation or other payment of any kind or exemption from restriction or levy, any quota or other benefit from the the Government and regional authority devolved administration or any other public or statutory body whether jointly or individually (other than rights under the Basic Payment Scheme) that are secured by reference to the Holding and/or for the benefit of the owner or occupier of the Holding
- 1.10 “**Holding’s BPS Entitlements**” means:

- 1.10.1 any BPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding or the Holding itself subject to the tenancy
 - 1.10.2 any BPS Entitlements transferred to or leased to or made available to the Tenant at the commencement of or during the course of the Term by the Landlord
 - 1.10.3 any BPS Entitlement transferred to the Tenant or leased to or made available to the Tenant by any third party at the request or direction of the Landlord at the commencement of or during the course of the tenancy
 - 1.10.4 any BPS Entitlements referred to in paragraph 2
- 1.11 **“Permanent Grassland”** means land used to grow grasses or other herbaceous forage that has not been included in crop rotation for the last five years as defined in Regulation (EU) No 1307/2013 and includes any similar definition introduced to replace it or in addition to it by UK government legislation applicable in England.

2. The Tenant covenants with the Landlord

- 2.1 To register on the CAP Information Service and that it will be an active farmer for the purposes of the Basic Payment Scheme eligibility criteria (if applicable). Loss of all or any of the Entitlements resulting from the Tenant’s failure to satisfy either or both of these requirements for the whole of the Term (if applicable) will be borne solely by the Tenant
- 2.2 To carry out sufficient husbandry and at all times during the Term comply with all Cross Compliance Conditions, the requirements for full Greening Payment and any other management requirements under the Basic Payment Scheme, the Regulations and the Replacement Scheme. For the avoidance of doubt if the rules of good husbandry would conflict with the Cross Compliance Conditions the Cross Compliance Conditions will take priority.
- 2.3 To carry out sufficient husbandry and maintain the Holding so that it is in a condition such that an occupier of the Holding can manage it

to a reasonable standard of husbandry having regard to the character and situation of the Holding, the terms of this agreement, any standard of management imposed by the Landlord, any environmental agreements or restrictions binding the Holding or its use, existing or proposed statutory land designations including Sites of Special Scientific Interest, ancient monuments and other officially protected sites and the provisions of official agricultural and rural policies managed by DEFRA as they apply to the Holding.

- 2.4 To keep the Holding in good agricultural and environmental condition as required by the Basic Payment Scheme, the Regulations and any Replacement Scheme.
- 2.5 To maintain those areas that are Permanent Grassland at the beginning of the Term as Permanent Grassland throughout the Term
- 2.6 To comply with any other requirements of any scheme rule or regulation relating to BPS Entitlements whether they are ancillary to in substitution to or in addition to the Basic Payment Scheme, the Regulations and any Replacement Scheme
- 2.7 Not without the Landlord's prior written consent to use the Holding's BPS Entitlements to claim payments in respect of any land other than the area of the Holding
- 2.8 In each year of the Basic Payment Scheme to claim payment in respect of all the Holding's BPS Entitlements upon the maximum eligible area of the Holding in accordance with the Regulations and any rules imposed by the Department in such a way so the Holding's BPS Entitlements are not lost or charged or removed from the Tenant whether temporarily or permanently
- 2.9 To use all best endeavours to prevent any of the Holding's BPS Entitlements being allocated to any national reserve or to any other third party or body or their value being decimated or prejudiced (without prejudice to the generality of the foregoing) not by any direct or indirect act or omission in respect of any land or property not included in the Holding to

allow the Holding's BPS Entitlements to pass to any other person whatsoever or to become claimable in respect of any land not comprised in the Holding

- 2.10 Not to do or omit to do anything or allow anything to be done or attempted to be done that results in the expiry loss confiscation or reduction in value of all or any BPS Entitlements whether on the Holding or on other land or in relation to the Tenant's status as an active farmer (if applicable) or otherwise
- 2.11 To use all best endeavours to procure for the Holding the benefit of any further BPS Entitlements that may become available at any point during the Term or that become available by reference to the Tenant's occupation during the Term
- 2.12 To provide all assistance to the Landlord in any claim for additional BPS Entitlements whether during or after the end of the Term
- 2.13 Not to sell lease charge transfer or dispose of any of the Holding's BPS Entitlements
- 2.14 Forthwith to furnish the Landlord (in writing if so required) with all information which the Landlord may reasonably request concerning the Holding's BPS Entitlements or concerning other farming activities of the Tenant which may affect or tend to affect the Holding's BPS Entitlements whether such farming activities are carried out by the Tenant directly or indirectly and whether they relate to the holding or to other land.
- 2.15 Following submission of any claim or form to the Department in any year of the Term to copy the completed and submitted claim form to the Landlord
- 2.16 Forthwith to copy to the Landlord any letters, notices, e-mails or other communications received from or sent to the Department in connection with the Holding's BPS Entitlements
- 2.17 At the direction of the Landlord to lodge any necessary claims or defences or bring proceedings or take any other necessary step required to dispute or prevent the confiscation of any BPS Entitlements or their reduction in number or value or any withholding of payment or the imposition of any other penalty

- 2.18 To provide the Landlord with all the information he may reasonably request in connection with the Holding's BPS Entitlements or BPS Entitlements in general or compliance with the Basic Payment Scheme
- 2.19 On the termination of the tenancy granted by this Agreement or upon giving up occupation of the Holding the Tenant will take all such steps as may be required to ensure the Holding's BPS Entitlements and/or any BPS Entitlements referable to the Holding are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including completing and/or signing all necessary forms RLE1 or such other form as may be required physically or electronically) and prior to such transfer will hold them on trust for the Landlord and take such steps as the Landlord shall require to preserve them and if only part of the tenancy is terminated or the Tenant only gives up occupation of part of the Holding this clause shall apply to a pro rata proportion of the Holding's BPS Entitlements
- 2.20 In the event the Tenant is allocated any BPS Entitlements during the course of the Term then those BPS Entitlements which have been allocated to the Tenant as a result of the occupation or use of the Holding by the Tenant or any previous owner or occupier of the Holding will form part of the Holding's BPS Entitlements
- 2.21 To obtain the Landlord's consent for all matters concerning the management of the Holding's BPS Entitlements and/or any BPS Entitlements referable to the Holding to include Cross Compliance Conditions, the requirements of full Greening Payment (if applicable) and claims under the Basic Payment Scheme and/or any Replacement Scheme and not without the Landlord's prior consent to enter into any options or schemes or take any other voluntary steps that may become available under the Basic Payment Scheme and/or any Replacement Scheme which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Basic Payment Scheme or any Replacement Scheme
- 2.22 To indemnify and keep indemnified the Landlord against all costs and expenses that may incurred as a result of the tenant's breach of this paragraph 2 (including but not limited to costs and expenses incurred in

acquiring replacement BPS Entitlements comparable to those lost) and all claims damages and losses relating to the Entitlements, the Basic Payment Scheme, the Greening Payment (if applicable), the Replacement Scheme and Cross Compliance Conditions (including but not limited to loss of any BPS Entitlements, diminution in the value of any BPS Entitlements, loss of any payments and imposition of any penalties) suffered or incurred by the Landlord arising out of or in connection with any breach of any of the Tenant's obligations in this Lease or any act or omission of the Tenant or its workers, contractors or agents or any other person with the actual or implied authority of any of them.

3. The Landlord covenants with the Tenant that he will observe or will procure that any transferee of the BPS Entitlements observes the covenants set out in paragraph 2.1 to 2.5 inclusive of this Schedule during the period from the expiry of the Term until the end of the calendar year in which the Term expires

4. Other Entitlements

The Landlord and Tenant agree that their intention is to procure any future right or entitlement to receive support, payment, subsidies, compensation or other payment or exemption from restriction or levy any quota or benefit from the the UK Government any regional authority or devolved administration or any other public or statutory body (including but not limited to rights and entitlements arising as a result of CAP Reform) whether jointly or individually other than rights under the Basic Payment Scheme (which shall include but is not limited to basic payment entitlements) for the benefit of the Holding so that it or they can be transferred to the Landlord or an incoming occupier of the Holding at the end of this Tenancy at a consideration agreed between the parties being the open market rent and in default of agreement in accordance with clause 7.2 PROVIDED THAT the future right of entitlement described above does not relate or derive from the Holding's BPS Entitlements and/or the Landlord's ownership of the Holding where such transfer shall be made for no consideration PROVIDED FURTHER THAT the parties agree this paragraph 4 does not apply to the Basic Payment Scheme

Accordingly the Tenant covenants with the Landlord:

- 4.1 To take all necessary steps that may be required to secure, preserve and obtain maximum number of, and maximum value in respect of, any Other Entitlements that may become available either during the Term and/or as a result of the Tenant's occupation of the Holding during the Term
- 4.2 To comply with all rules regulations directions and guidance that may relate to the Other Entitlements
- 4.3 Not to take any steps that may prevent or prejudice the establishment, allocation, transfer or value of any Other Entitlements that may become available either during the Term and/or as a result of the Tenant's occupation of the Holding during the Term
- 4.4 To copy any communications received or sent in respect of any Other Entitlements or any document that relates to the Other Entitlements to the Landlord
- 4.5 To use best endeavours to procure the transferability of any Other Entitlements to the Landlord or a third party at the direction of the Landlord on the termination of the Term at a consideration agreed between the parties being the open market value and in default of agreement in accordance with clause 7.2 PROVIDED THAT where the Other Entitlements relates or derives from the Holding's BPS Entitlements and/or the Landlord's ownership of the Holding such transfer shall be made for no consideration
- 4.6 Not to set aside or to put out of production more of the Holding than the minimum required under any of the rules or regulations that relate to the Other Entitlements
- 4.7 On the termination of the tenancy granted by this Agreement or upon giving up occupation of the Holding the Tenant will take all such steps as may be required to ensure the Other Entitlements are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including completing and/or signing all necessary forms as may be required physically or electronically) at the consideration agreed between the parties being the open market value and prior to such transfer to hold on trust for the Landlord and if only part of the tenancy is

terminated or the Tenant only gives up occupation of part of the Holding this clause shall apply to a pro rata proportion of the Other Entitlements

- 4.8 To comply with any reasonable request of the Landlord relating to the Other Entitlements (even if such request contradicts the earlier covenants in this paragraph 4)
- 4.9 If and insofar as the provisions of this Schedule fail for any reason to achieve the objectives herein set out there shall be inserted into this Schedule such additional or varied provisions as may be required for the achievement of such objectives or if such objectives can not be achieved as a matter of law such provisions as shall provide as an alternative full and proper compensation to the party or parties detrimentally effected the terms of which shall be determined (in the absence of agreement) by an arbitrator appointed by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant
- 4.10 To indemnify and keep indemnified the Landlord against all costs and expenses that may incurred as a result of the tenant's breach of this paragraph 4 including but not limited to costs and expenses incurred in acquiring replacement Other Entitlements comparable to those lost or never claimed

Attached: Plan



Homes
England

DATED

20■

(1) HOMES AND COMMUNITIES AGENCY
(trading as Homes England)

(2) [LICENSEE]

GRAZING LICENCE

(Horses - Non-Business)
Type 1

Re: Land at [NAME OF LAND]

THIS AGREEMENT is made the

day of

20■

BETWEEN

(1) **HOMES AND COMMUNITIES AGENCY** (trading as **Homes England**) whose principal office is situated at One Friargate, Coventry, CV1 2GN (hereinafter called "the **Licensor**"); and

(2) **LICENSEE NAME** of **LICENSEE ADDRESS** (hereinafter called "the **Licensee**").

WHEREBY IT IS AGREED as follows:-

1 The LICENSOR PERMITS the LICENSEE TO OCCUPY ALL THAT piece of land containing approximately **** acres (**** hectares) or thereabouts at **[LAND NAME]** shown for the purposes of identification only edged red on the plan reference AG-**[REF]** annexed hereto ("the Property") EXCEPTING AND RESERVING to the LICENSOR for the avoidance of doubt the rights set out in the Schedule to this Agreement and set out elsewhere herein for a licence period commencing on **[date]** and expiring on **[date]** on the Licensee paying therefore the license fee of **[AMOUNT (£000.00)]** on the date of this agreement receipt of which the Licensor hereby acknowledges.

2 The Licensee HEREBY AGREES with the Licensor as follows:-

- (i) To use the Property solely for the grazing of **[number]** horses or ponies with Passport ID No(s) [*****] belonging to the Licensee and kept for the Licensee's own recreational use and enjoyment and to mow all or part of the Property for hay to be consumed by the Licensee's horses/ponies on the Property and to use the buildings if any on the Property only for purposes ancillary to the exercise of such rights [together with a right to pass and repass over and along the accessway shown coloured *** on the plan with or without animals, vehicles and machinery for all purposes permitted under this licence but not for any other purpose]. For the avoidance of doubt the grazing of stallions on the Property is strictly prohibited.
- (ii) Not to use the Property or any part of it at any time for any purpose other than for the permitted purpose specified in clause 2(i) above and in

particular (but without prejudice to the generality of the foregoing) not to use the Property or any part of it for the purposes of a trade or business including but not limited to the training or exercising of horses in connection with a livery, riding school or any other business.

- (iii) To ensure that the Property is not over grazed and/or mown and that any grazing and/or mowing is carried out in due season and in such a way that the pasture is not damaged and to ensure that the Property or any part of it does not become poached by treading and if the Licensor shall give the Licensee written notice that any such damage is in the Licensor's opinion being caused immediately to remove the horses or ponies from the Property and if necessary to apply to any parts of the Property which have been mown an appropriate fertiliser.
- (iv) To use all reasonable endeavours to keep the Property free from disease or infestation by pests and destroy all thistles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed and Himalayan Balsam and where applicable spread all the manure produced at the Property on the Property.
- (v) Not to tip or permit to be tipped surplus or waste material on the Property and to keep the Property free from litter and debris.
- (vi) Not to erect any buildings or structures on the Property or alter or make any additions to any existing buildings and the Licensee shall not apply for planning permission in respect of the Property.
- (vii) To indemnify the Licensor and keep the Licensor indemnified from and against all actions proceedings costs claims and demands or other liability in any way arising from this licence, the exercise of any rights given in this licence, any breach of the Licensee's obligations in this licence, any breach by the Licensee of the Animal Legislation or the escape of any animals from the Property or the access thereto if this is not from a public highway.
- (viii) Not to do or permit anything on the Property that is illegal or that could cause nuisance damage or annoyance to the Licensor or any owners or

occupiers of adjoining land.

(ix) The Licensor and the Licensee acknowledge that:

(a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;

(b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude from the Property the Licensor or others authorised by the Licensor;

(c) this licence is personal to the Licensee and is not assignable and the rights may only be exercised by the Licensee or the Licensee's employees;

(x) To be responsible for the maintenance of all fences hedges gates ditches and watercourses including the provision of any additional stockproof gates or fences that may be required so as to contain the horses and/or ponies being grazed by the Licensee from straying.

(xi) To keep all gates to the Property locked unless being used and to provide and maintain suitable padlocks and chains for this purpose and to lodge with the Licensor a set of keys which shall be returned together with any padlocks upon the expiration of this Agreement.

(xii) To ensure that on the expiration of this Agreement whether by effluxion of time or otherwise the condition of the Property (including any fences hedges gates ditches watercourses or buildings) is in no worse state than it was at the commencement of this Agreement and that the Property is left in a neat and tidy condition.

(xiii) To pay all rates including water and drainage rates tax assessments impositions and outgoings in respect of the Property during the period of this Agreement which would usually be paid by a Licensee.

(xiv) To reimburse to the Licensor the full cost of water consumed as assessed at the water meter serving the Property together with a reasonable proportion to be assessed by the Licensor on consumption basis of the cost of repair and maintenance of the water supply equipment from the Licensee's side of the meter to the trough.

(xv) Not to register the Property on the Rural Land Registry or complete an

application to establish entitlement under the Basic Payment Scheme or any other agricultural or environmental scheme and not to do anything or permit anything to be done that will or may constitute a breach of any such scheme affecting the Property.

- (xvi) To observe and comply with any and every legal requirement including any and every statute regulation by-law order direction and official code of practice governing or affecting the use of the Property including the keeping of the horses/ponies on the Property.
- (xvii) Not to undertake any cultivations or drainage works nor use any fertilisers or manures, pesticides or herbicides on the Property except as set out in clause (iv) above
- (xviii) Not to destroy or damage any trees, hedges, fences, gates, watercourses, ponds, ditches, historical or do anything that might cause the pollution or any watercourse or any supply of water or permit any person onto the Property to search for or remove any archaeological features on the Property and ensure that no such damage is caused by the horses/ponies [and not to obstruct the access road or allow others to obstruct it.]
- (xix) To insure to an adequate level of cover (such cover to be for a sum of not less than [two/five] million pounds) against liability to third parties for loss or damage arising in relation to the Property including any liability under the Animals Act 1971 arising because of an escape of any livestock, with an insurance company approved by the Licensor (such approval not to be unreasonably withheld) [in the joint names of the Licensor and the Licensee] [in the name of the Licensee but with a note of the Licensor's interest endorsed on the policy]. The Licensee shall not do anything that may vitiate in whole or in part any insurance effected by the Licensor in respect of the Property or any adjoining land held by the Licensor.
- (xx) On termination of this Agreement forthwith remove all horses/ponies from the Property.
- (xxi) To obtain all consents and approvals as may be required from the relevant authorities and any interested parties including but without limitation the

Health and Safety Executive and Environmental Health.

- (xxii) Without prejudice to the following provisions to be responsible for all health and safety, welfare, environmental and security issues arising from the use of the Property during the licence period, including complying with all laws relating to the Property and the use of the Property by the Licensee and all Animal Legislation and not permitting any trespass on the Property.
- (xxiii) It is the Licensee's responsibility to provide a competent nominated person who will be responsible for health, safety, environmental and security issues whose name and qualifications will have been provided to the Licensor prior to the date hereof and who will ensure that a sufficient number of competent staff are available and responsible for all health and safety and welfare matters relating to the use of the Property.
- (xxiv) The Licensee shall notify the Licensor's Health and Safety Manager immediately by email to enquiries@homesengland.gov.uk and by telephone to 0300 1234 500 on the occurrence of any of the following events which arise out of or in connection with the grant of this Licence generally:
 - (a) a fatal accident to any worker or a member of the public;
 - (b) any injury to a member of the public requiring reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) ("RIDDOR");
 - (c) any dangerous occurrence, as defined by RIDDOR;
 - (d) the service of any improvement or prohibition notice under the Health and Safety at Work etc Act 1974;
 - (e) any incident having health and safety implications which attracts the attention of the police and/or the media;
 - (f) the commencement of any criminal prosecution under the Health and Safety at Work etc Act 1974.

- 3 The Licensor agrees with the Licensee that if the Licensee observes and performs the Licensee's agreements and obligations in this Agreement the Licensee may exercise the rights granted to it in relation to the Property for the Licence Period .
- 4 The Licensor reserves the right for its officers servants and agents with or without vehicles to enter upon any part of the Property (reasonable notice having first been given to the Licensee) for any purpose in connection with the development and/or sale of the Licensor's Land (which expression includes all or any part of the Property and any other land of the Licensor) including (without prejudice to the generality of the foregoing words) for the purpose of inspecting the state user and/or condition of the Property or of any neighbouring land of the Licensor and for the making of any necessary tests or the carrying out of any survey or of any other preliminary work necessary in connection with the development and/or sale of the Licensor's Land including the felling and removal of timber from any neighbouring land.
- 5 The Licensor may terminate this Agreement at any time as regards the whole or any part or parts of the Property by serving on the Licensee not less than one month's notice in writing expiring at any time. The Licensee may terminate this Agreement at any time as regards the whole of the Property by serving on the Licensor not less than one month's notice in writing expiring at any time.
- 6 Upon the determination of the Agreement by the Licensor pursuant to clause 5 no compensation shall be payable to the Licensee for disturbance but the Licensee shall be entitled to a refund of a proportionate part of the licence fee (calculated on a daily basis) applicable to any unexpired term of the Agreement in respect of the land to which the notice relates subject to the Licensor's right to deduct from such sum a reasonable amount in full or partial satisfaction of any sums due from the Licensee to the Licensor by reason of the Licensee's breach of any provision of this Agreement.
- 7 It is expressly agreed and understood that the Licensor does not undertake to repeat this Agreement for another period.
- 8 This Agreement shall terminate immediately if any of the following happen namely:-

- (i) an administration order is made against the Licensee
- (ii) a receiver or manager is appointed in respect of the Licensee's affairs on the whole or any part of the Licensee's property
- (iii) the Licensee is the subject of a Bankruptcy Petition or Bankruptcy Order
- (iv) the Licensee dies or becomes incapable by reason of mental or physical illness of discharging his obligations hereunder
- (v) the Licensee enters into any arrangement or composition with his creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part I or Part VIII of the Insolvency Act 1986)
- (vi) the Licensee commits any serious or persistent breach of this Agreement and after the Licensor has given written notice to the Licensee of such breach or breaches the Licensee fails within such reasonable period as the Licensor may specify to rectify the breach or breaches (if capable of rectification)

Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.

9 The Licensor reserves the right to register the Property on the Rural Land Registry.

10. In this clause the following definitions apply:

"EIR" means the Environmental Information Regulations 2004 and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

"EIR Exception" means any application exemption to EIR

"Exempted Information" means any information that is designated as falling or potentially falling within the FOIA Exemptions or EIR Exceptions

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

“FOIA Exemption” means any application exemption to FOIA

“Information” means

(a) in relation to FOIA has the meaning given under section 84 of the FOIA; and

(b) in relation to EIR has the meaning given under the definition of Environmental Information in section 2 of EIR

“Request for Information” shall have the meaning set out in FOIA or any request for information under EIR which may relate to the property, this Licence or any activities or business of the Licensor

10.1 The Licensee acknowledges that the Licensor is subject to legal duties which may require the release of Information under FOIA and/or EIR and that the Licensor may be under an obligation to provide Information subject to a Request for Information. The parties acknowledge that such information may include matters relating to, arising out of or under this Licence and any information provided by the Licensee prior thereto

10.2 The Licensor shall be responsible for determining in its absolute discretion whether:

10.2.1 any Information is Exempted Information or remains Exempted Information, or

10.2.2 any Information is to be disclosed in response to a Request for Information

and in no event shall the Licensee respond directly to a Request for Information to which the Licensor is required to respond to, except to confirm receipt of the

Request for Information and that the Request for Information has been passed to the Licensor unless otherwise expressly authorised to do so by the Licensor

10.3 Subject to clause 10.4 below, the Licensee acknowledges that the Licensor may be obliged under FOIA or EIR to disclose Information:

10.3.1 without consulting the Licensee; or

10.3.2 following consultation with the Licensee and having taken (or not taken, as the case may be) its views into account

10.4 Without in any way limiting clauses 10.1 and 10.3 in the event that the Licensor receives a Request for Information the Licensor will, where appropriate, as soon as reasonably practicable notify the Licensee

10.5 The Licensee will assist and co-operate with the Licensor as requested by the Licensor to enable the Licensor to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

10.5.1 transfer any Request for Information received by the Licensee to the Licensor as soon as practicable after receipt and in any event within two working days of receiving a Request for Information:

10.5.2 provide all such assistance as may be required from time to time by the Licensor and supply such data or information as may be requested by the Licensor

10.5.3 provide the Licensor with any data or information in its possession or power in the form that the Licensor requires within five working days (or such other period as the Licensor may specify) of the Licensor requesting that Information;

10.5.4 ensure that all Information produced in the course of the Licensee or relating to the Agreement is retained for disclosure; and

- 10.5.5 permit the Licensor to inspect all records retained in accordance with clause 10.5.4 as requested from time to time
- 10.6 Nothing in this Licence will prevent the Licensor from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information
- 11 In this clause the following definition applies:-
- “FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
- 11.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Licence, the Licensee hereby consents for the Licensor to publish this Licence to the general public in its entirety (but with any information, which is exemption from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the contract
- 11.2 The Licensor shall be responsible for determining in its absolute discretion whether any of the content of the Licence is exempt from disclosure in accordance with the provisions of the FOIA either;
- 11.2.1 following consultation with the Licensee and having taken (or not taken, as the case may be) its views into account; or
- 11.2.2 without consulting the Licensee
- 11.3 The Licensee shall assist and co-operate with the Licensor to enable the Licensor to publish this Licence
- 12 In this Agreement “Animal Legislation” means the Animal Welfare Act 2006 and the Welfare of Farmed Animals (England) Regulations 2007 (SI 2007/2078)
- 13 Rights of Third Parties

None of the provisions of this Licence are intended to or will operate to confer any benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party hereto.

14 In this Agreement that any reference to:

14.1 any regulation statute or statutory instrument in this agreement includes a reference to that provision as amended or replaced from time to time and to any subordinate legislation or bylaw made under it

14.2 any natural person includes any legal person and vice versa

14.3 the masculine gender is also to the female gender and vice versa

14.4 singular includes the plural and vice versa

15 This Agreement 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) will be governed by and construed in accordance with the law of England and Wales.

THE SCHEDULE

Rights Excepted and Reserved to the LICENSOR

1 Minerals and Other Underground Resources

All mines minerals quarries stones and sand brick earth clay gravel turf petroleum and its relative hydrocarbons and all other gases and substances in or under the Property of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by it to enter on the Property to search for win dress and make merchantable and carry them away from the Property and from neighbouring land over any roadways on the Property or over any other part of the Property and to execute all incidental works including the right to let down the surface of the land the Licensee being paid reasonable compensation for all damage caused by the exercise of such power.

2 Water Resources

The right for the Licensor and all persons authorised by it to enter the Property and (subject to the provision of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Property by means of pipes or otherwise howsoever provided sufficient water is left for the Licensee for the Licensee's lawful use of the Property pursuant to this Agreement.

3 Easements and Wayleaves

The right to grant any wayleave contract easement or licence to any public or local authority or public utility company or other company or persons with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Property and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Licensee to the Licensor within a reasonable time from the occurrence of the damage) together with the benefit of all such contracts agreements for easements or licences and all rents and other payments reserved.

4 Timber

All timber and other trees (except fruit trees) saplings pollards and underwood with liberty for the Licensor and all persons authorised by it to enter upon the Property in order to mark fell cut and carry them away and to replant them and to cart them from the Property and from neighbouring land over any roadways on the Property or over any other part of the Property without making any payment to the Licensee for such use.

5 Sport

5.1 All game 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 Licensor and all persons authorised by it to go upon the Property.

(a) to rear preserve shoot kill and take them away and

(b) to shoot hunt hawk sport and fish on or over the Property

5.2 (Subject to the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) the right for the Licensor and all persons authorised by it to kill and take away rabbits hares pigeons or any other pests

6 Access

The right for the Licensor and all persons authorised by it with or without vehicles animals machinery and plant to enter onto any part of the Property at all reasonable times for the purposes set out in this Schedule and in clause 4 of this Agreement and for all other reasonable purposes.

7 Rights in Respect of Service Media

Without prejudice to the generality of paragraph 3 of this Schedule the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of any other part of the Licensor's neighbouring land and the right to carry out works for the benefit of such land the Licensee being paid reasonable compensation for all damage caused to him by the exercise of such rights.

8 Rights of Way

All rights of way (if any) used or enjoyed up to and including the date of this Agreement across any part of the Property whether by the Licensor or any other party in respect of other property of the Licensor.

9 Wayleave Agreements

The benefit of all wayleave agreements entered into by the Licensor and existing at the date of this Agreement and all rents and other money payable under them and the power to carry out on the Property at the Licensor cost anything required to be done under them by the Licensor.

10 Historical and other objects

All objects of historical interest or value or of geological or palaeontological interest discovered on the Property whether or not such discovery is made by the Licensee.

AS WITNESS the hands of the parties or their duly authorised agents the day and year first before written.

SIGNED for and on behalf of LICENSOR.....

SIGNED for and on behalf of LICENSEE.....