Homes England

Date: 25 April 2025
Our Ref: RFI4976
Tel: 0300 1234 500
Email: infogov@homesengland.gov.uk

[redacted]
By Email Only

Dear [redacted]

RE: Request for Information – RFI4976

Thank you for your request for information which was processed in accordance with the Environmental Information Regulations 2004 (EIR). Please accept our sincere apologies for the significant delay in issuing this response to you.

On the 7 November 2024 you requested the following information:

Re: boundaries at the back of our property at [redacted], Dingle Lane, Appleton, WA4 3HR

I am led to believe that the Land Registry document with red line outline is not proof of the boundary so we will not accept this as proof of ownership…. please could I also make a Freedom of Information Request for all documents regarding the boundary of that plot of land and our property?

We responded in full to this request on 5 December 2024 and explained that the information we hold is the same information available to you at the land registry and that we do not hold any further information pertaining to the boundary.

On the 22 November 2024, prior to our initial response being issued, you made an additional request relating to the maintenance of the land. You requested the following:

I have… spoken to the local estate manager. She said that there is evidence that the plot of land in question has been used by Homes England and maintained by them. Please ensure that this evidence is included in the Freedom of Information request and that, what you provide to us, is everything that you hold in relation to this boundary. Please therefore take this email as a Notice of Preservation of documents relevant to this plot of land, including paper records and electronically stored information in your custody or control…

2nd Floor
The Lumen
St James Boulevard, Newcastle Helix
Newcastle upon Tyne, NE4 5BZ

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

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Response

We can confirm that we do hold the requested information relevant to this land. For the avoidance of doubt, we understand you wish to see all documents relating to the maintenance of the land that we hold on file.

Please see **Annex A** attached to this letter for all document that fall within the scope of your request.

We have redacted some information contained in Annex A on the grounds that it contains personal information (Regulation 13). In addition, we have redacted some information on the ground that is contains commercial information (Regulation 12(5)(e)).

Regulation 13 – Personal Data
We have redacted some information on the grounds that in constitutes third party personal data and therefore engages Regulation 13 of the EIR.

To disclose personal data, such as names, contact details, addresses, email addresses and personal opinions could lead to the identification of third parties and would breach one or more of the data protection principles.

Regulation 13 is an absolute exception which means that we do not need to consider the public interest in disclosure. Once it is established that the information is personal data of a third party and release would breach one or more of the data protection principles, then the exception is engaged.

The full text in the legislation can be found on the following link:
http://www.legislation.gov.uk/uksi/2004/3391/regulation/13/made

Regulation 12(5)(e) – Confidentiality of commercial or industrial information
Under regulation 12(5)(e) of the EIR, Homes England may refuse to disclose information to the extent that its disclosure would adversely affect the confidentiality of commercial or industrial information where such confidentiality is provided by law to protect a legitimate economic interest.

Four elements are required for Regulation 12(5)(e) to be engaged:

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1) The information is commercial or industrial in nature;
The requested environmental information consists of information that has been provided to Homes England by commercial organisations about their business. Therefore it is commercial in nature as it relates to commercial activity.

2) Confidentiality is provided by law;
The withheld information is subject to confidentiality provided by law under a common law duty of confidence. The information has a common law duty of confidence because it is not trivial and not in the public domain.

3) The confidentiality is providing a legitimate economic interest;
There is a legitimate economic interest in commercial organisations being able to conduct their business and seek partnership and collaboration away from public scrutiny. If the confidentiality of this information was breached it would harm the ability of third parties to collaborate effectively. There is a legitimate economic interest in protecting the ability of Homes England and third parties to negotiate in current and future commercial agreements.

4) The confidentiality would be adversely affected by disclosure;
Disclosure would result in third parties gaining access to commercially valuable information. Disclosure of the confidential information would harm the ability of Homes England to achieve good value for public money.

Public Interest Test

Regulation 12(5)(e) is subject to the public interest test. Once the exception has been engaged it is then necessary to consider the balance of the public interest in maintaining the exception or disclosing the information.

Under regulation 12(2) the public authority must apply a presumption in favour of disclosure, in both engaging the exception and carrying out the public interest test. In relation to engaging the exception, this means that there must be clear evidence that disclosure would have the adverse effect listed in 12(5).

Factors in favour of disclosure:

- Homes England acknowledge that there is a presumption in disclosure regarding environmental information as well as a public interest in promoting transparency in how we undertake our work and allocate public money.

Homes England

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Arguments in favour of withholding:

- Disclosure of the information could harm the commercial interests of the parties involved. This could include sensitive business information that competitors could exploit, leading to a loss of competitive advantage for Homes England.
- Businesses may be less willing to share information with Homes England if they fear that their confidential information will be disclosed. This could hinder the flow of information necessary for effective environmental regulation and decision-making.
- Releasing commercially sensitive information could have broader implications. For example, it could lead to financial losses for the businesses involved, which in turn could impact their financial stability and the wider community in which they operate.
- The information may be related to ongoing negotiations or contracts. Disclosing such information could undermine the negotiating position of Homes England or the businesses involved, potentially leading to less favourable terms which would not be in the public interest.
- Homes England has been unable to identify a wider public interest in disclosing the information requested. Disclosure

Advice and Assistance

We have a duty to provide advice and assistance in accordance with Regulation 9(1) of the EIR. In accordance with this duty we can confirm there is further information available regarding Farm Business Tenancies via the following link:

https://www.gov.uk/guidance/agricultural-tenancies

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

2nd Floor
The Lumen
St James Boulevard, Newcastle Helix
Newcastle upon Tyne, NE4 5BZ

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

Homes England

Date: 25 April 2025
Our Ref: RFI4976
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Email: infogov@homesengland.gov.uk

2nd Floor
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St James Boulevard
Newcastle Helix
Newcastle upon Tyne
NE4 5BZ

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

LICENCE AGREEMENT

LAND AT DINGLE FARM

An AGREEMENT made this 8 (S) **day of** July (August) **Two Thousand and Thirteen**

BETWEEN:

(1) **THE HOMES AND COMMUNITIES AGENCY** whose principal office is situated at Central Business Exchange II, 406-412 Midsummer Boulevard, Central Milton Keynes, MK9 2EA (hereinafter called "the **Licensor**");

(2) Reg 13 [redacted]

WHEREBY it is agreed as follows:-

1. The Licensor gives the Licensee the personal right of access for the purposes of mowing grass and for no other purpose to the land amounting to approximately 15.20 hectares (37.55 acres) shown edged red on the plan attached and hereinafter called "the Land" from the date of this agreement.

2. The Licensor gives the Licensee the personal right of access to the land in consideration of a licence fee of reg. 12(5)(e) [redacted] payable in advance if demanded.

3. The Licensor gives the Licensee personal right of access to the land up until 30 October 2013.

4. **THE LICENSEE** agrees that he will:-

a) PAY the licence fee hereby reserved on the date agreed together with such VAT as may be due in respect of the fee (*if applicable*).

b) NOT assign the benefit of this licence to any other person or company and not to bring onto the land any stock other than his own and immediately to notify the licensor of any trespass on the land.

c) TO carry out no other activities on the land other than mowing the pastures and not to erect or alter any building nor make any other alteration to the land and not to plough or re-seed any land without the express permission of the licensor.

d) TO comply with any limitations on stocking density, mowing, fertilising, spraying and management imposed by the inclusion of the land within any Environmental Stewardship Scheme, Environmentally Sensitive Area agreement, Site of Special Scientific Interest or Countryside Stewardship Scheme, or any similar official scheme.

e) TO mow the sward no more than twice.

f) NOT to waste water and to report any leak of water to the licensor or his agent and to pay for all water consumed if required.

g) NOT to obstruct any public or private right of way or any access by any other party to any other land belonging to the licensor.

h) NOT to cause a nuisance to the licensor or any other person.

i) TO indemnify the licensor in respect of any damage and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the licensee and to carry appropriate insurance for liability to third parties.

j) TO indemnify the licensor against any deductions from his Single Payment Scheme application arising from any action or omission by the licensee including any breach of the Statutory Management Requirements and Cross Compliance rules of the Scheme.

3. BOTH PARTIES agree

a) THAT this licence does not create any right of exclusive occupation of the land by the licensee nor any interest in land.

b) THAT neither the grant nor the termination of this licence is a change of occupation for the purposes of apportioning milk quota if applicable under the Dairy Produce Quota Regulations and that if notwithstanding this any milk quota is transferred on the grant or termination of this licence from either party to the other pursuant to a decision of an arbitrator appointed under the Dairy Produce Quota Regulations or otherwise the transferee shall pay to the transferor such sum as shall accurately represent the full loss suffered by the transferor to include (among all other costs) all costs incurred in the acquisition of milk quota to replace any such milk quota as shall have been transferred and both parties shall co-operate in the signing and lodging of any necessary documents.

c) THAT the licensor gives no warranty as to the status of the land under any regulations applying to any notifiable disease.

d) THAT if the licensor agrees to see the stock of the licensee or to carry out lookering this is without any legal obligation on the licensor who accepts no liability for any accident, straying, death, illness or damage caused by or to the licensee's stock.

e) THAT either party may refer any dispute arising under this agreement for final determination by an independent expert to be appointed by the President of the Central Association of Agricultural Valuers save where a dispute is referable to arbitration under statute when the arbitrator may not be appointed by that President.

f) THAT any reference to any 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 bye-law made under it.

g) THAT the Licensor gives no warranty as to the suitability of the land for the purposes of mowing and the Licensee mows and takes a crop at his own risk.

(h) THAT this Licence may be terminated giving not less than 24 hours Notice.

(i) THAT should the Licence be terminated at any time before the expiry date, there will not be any compensation made available at any time to the Licensee.

BL6324

SIGNED for and on behalf
of Homes and Communities Agency
As Licensor

Reg 13

in the presence of (*Witness*)

Reg 13

SIGNED by Rod Owen
As Licensee

Reg 13

in the presence of (*Witness*)

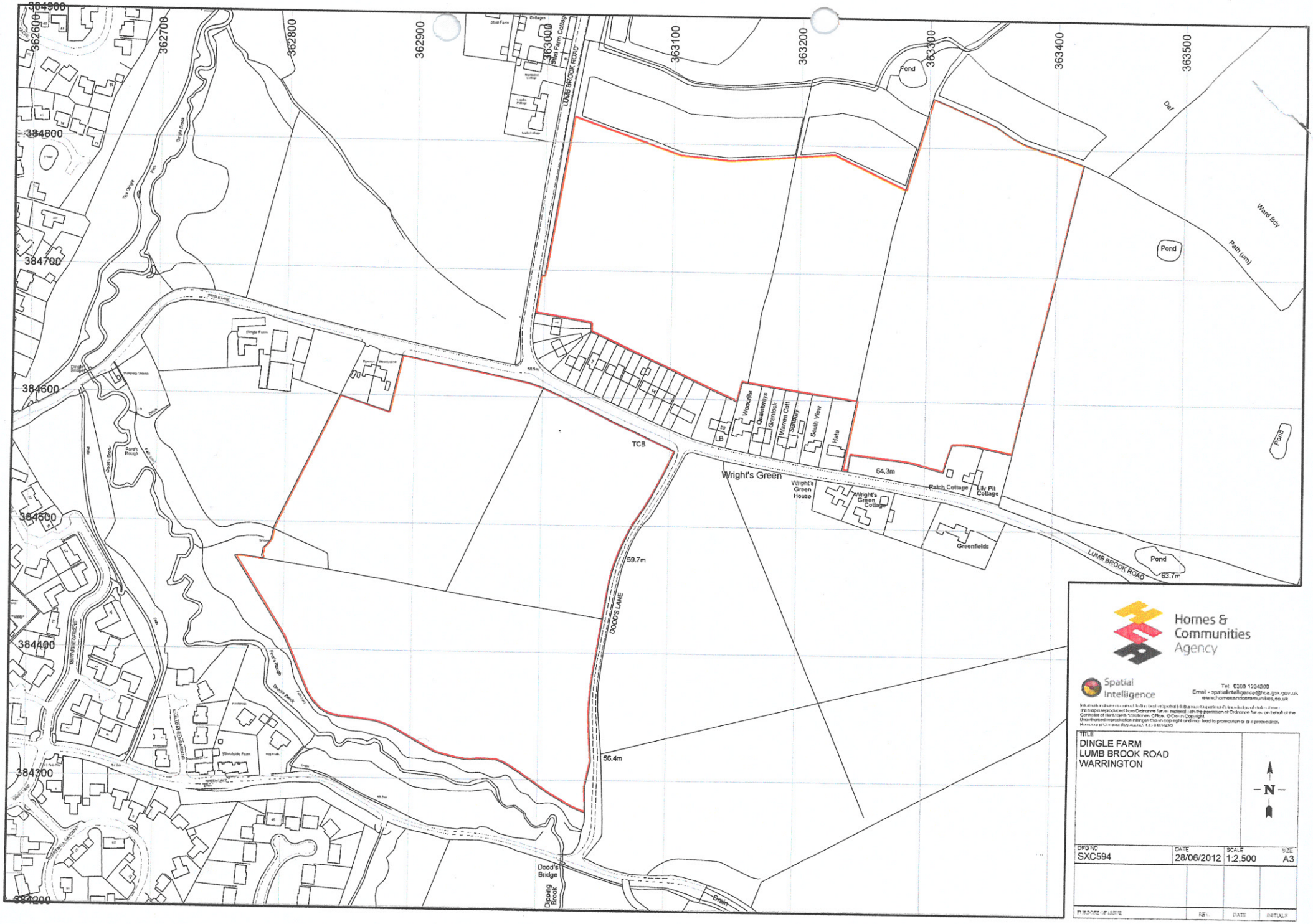
Reg 13

Reg 13

LAND SCHEDULE

Land outlined in red on the attached plan Ref SXC81_615

Known as Land at Dingle Farm, Appleton


362600
362700
362800
362900
363000
363100
363200
363300
363400
363500
384900
384800
384700
384600
384500
384400
384300
384200
LUMB BROOK ROAD
Dingle Farm
Dingle Lane
Dingle Brook
Footpath
Pond
Ward Bdy
Path (um)
Def
TCB
LB
Woodville
Quaintways
Grantlock
Warren Cott
Sunny
South View
Hala
Wright's Green
Wright's Green House
Wright's Green Cottage
Patch Cottage
Lily Pit Cottage
Greenfields
64.3m
59.7m
56.4m
63.7m
DODD'S LANE
Dodd's Bridge
Digging Brook
Green
Dodd's Brook
Footpath
Bridleway
Windmill Farm
Spring Brook
Tan Dyke
Park
Ford
Pump House
Sluice
Farm Trough
Footpath
Bridleway
Footpath
Footpath
Footpath

Agreement Completion Form

Date	10th July 2013
File Reference	NEW
Subject	Land at Dingle Farm
Tenant Name	Reg 13
Tenant Address	
Type of Property	Agricultural
Size	37.55a/15.20ha
Original Rental Valuation	
Rent per annum	reg. 12(5)(e)
Rent per acre	
VAT	0%
Term Period	Commencing Expiring 30th July 2013
Repairing Liability	Tenant
Insurance	Tenant as applicable
Public Liability Insurance Certificate received	NA
This land is to be used for agricultural purposes only	
Signed... Reg 13 ..... **Date**.....10/07/13..... **For and on behalf of Carter Jonas LLP**	
Reg 13 ..... **Date**.....16/7/13.....	
Reg 13 ..... **Date**.....16/7/13.....	

Reg 13

Date 16/7/13

No. AMES/777

Agricultural Tenancies

Asset Name	***Land at Dingle Farm***
Asset Reference	
Lease Description	***Mowing Licence***
Ha of tenancy	***15.20ha***
New lease / lease renewal	***New Licence***
Tenant Name	Reg 13
Tenant Address	
Billing Address	
Term of lease	
Start Date	
End Date	***30th October 2013***
Type of Lease	
Rent per annum	reg. 12(5)(e)
Frequency of payment	***Once***
Cheque received	***To follow***
Amount received	
VAT	***0%***
Rent review?	
Insurance Details	
Internal Insurance	
External Insurance	
Repair internal	
Repair external	
Painting Internal	
Painting External	
Options to Break	
Input By	Reg 13
Date	***10.07.2013***
Horizon Asset reference	
Horizon Lease Reference	

ENGLISH PARTNERSHIPS
6/12 MONTHLY INSPECTION

File Ref: 32/7/2/28

Title of Land: **Land at Dingle Farm**

Type of Agreement: **FBT**

H & S Issues:

None evident

Encroachment/Integrity of Boundaries:

Lots at rear of houses on Lumb Brook road

Trespass/Unauthorised Use of Access:

Yes, several paths, lots of garden gate accesses

Tipping:

Garden waste. Garden storage. Lawned area of field

Environmental Issues:

Presence of oil tank(s)?

Environmentally sound?

Compliance with Tenancy Agreements:

Horse grazing (pics 71 and 72)

General Comments on Land Use:

Grazing and 1 arable (pic 590

Photos: 59 - 72

Inspection Completed By: Reg 13 **Date: 18.12.08**

Inspection Report Checked: **Date:**

LAND AT DINGLE FARM

59



60



LAND AT DINGLE FARM

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62



LAND AT DINGLE FARM

63



64



LAND AT DINGLE FARM

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66



LAND AT DINGLE FARM

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70



LAND AT DINGLE FARM

67



68



LAND AT DINGLE FARM

71



72



LAND AT DINGLE FARM

Our ref: CGB/32/7/2/2834
Your ref: 32/7/2/2834
Direct line: Reg 13
Direct fax:
Email: Reg 13 @carterjonas.co.uk

Date: 2 January 2008

E.P
WARRINGTON
- 7 JAN 2008
RECEIVED

Reg 13
English Partnerships
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington WA3 7QH

CARTER JONAS
Property Consultants

Carter Jonas LLP
Manor House, Nabbs Lane
Slaithwaite, Huddersfield
West Yorkshire HD7 5AU

Telephone Reg 13
Facsimile

Mayfair
Chelsea
Marylebone
Cambridge
Harrogate
Huddersfield
Kendal
Leeds
Long Melford
Marlborough
North Wales
Northampton
Oxford
Peterborough
Shrewsbury
Worcester
York

Dear Reg 13

ENGLISH PARTNERSHIPS
LAND AT DINGLE FARM APPLETON
LAND AT WALNUT TREE FARM APPLETON

I refer to the proposed Farm Business Tenancy Agreements to Reg 13 in respect of the above land.

I have now received signed counterpart Agreements together with a cheque for the rent in the sum of reg. 12(5)(e) from Mr Stansfield which can be itemised as follows:

1. Land at Dingle Farm: reg. 12(5)(e) VAT per annum
2. Land at Walnut Tree Farm: VAT per annum

I enclose herewith the cheque together with the original Agreements for signature by the Commission and the completed ATP and Horizon forms. I also enclose a photocopy of the counterpart Agreements for your records.

I look forward to receiving the Agreements signed by the Commission in due course.

Yours sincerely

Reg 13

For and on behalf of Carter Jonas LLP

Enc

Carter Jonas LLP is a limited liability partnership registered in England and Wales no. OC304417. Reg. Office 127 Mount Street, London W1K 3NT.

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

LANDLORD:	COMMISSION FOR THE NEW TOWNS
TENANT:	Reg 13
HOLDING:	LAND AT DINGLE FARM APPLETON WARRINGTON

Counterpart

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

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PARTICULARS

Date	
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of two years starting on 15 September 2007 and expiring on 14 September 2009
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 **ACCESS**

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 in this Schedule and for all other reasonable purposes

7 **RIGHTS IN RESPECT OF SERVICE MEDIA**

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 **WAYLEAVE AGREEMENTS**

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Tenant
in the presence of:

Reg 13

Reg 13

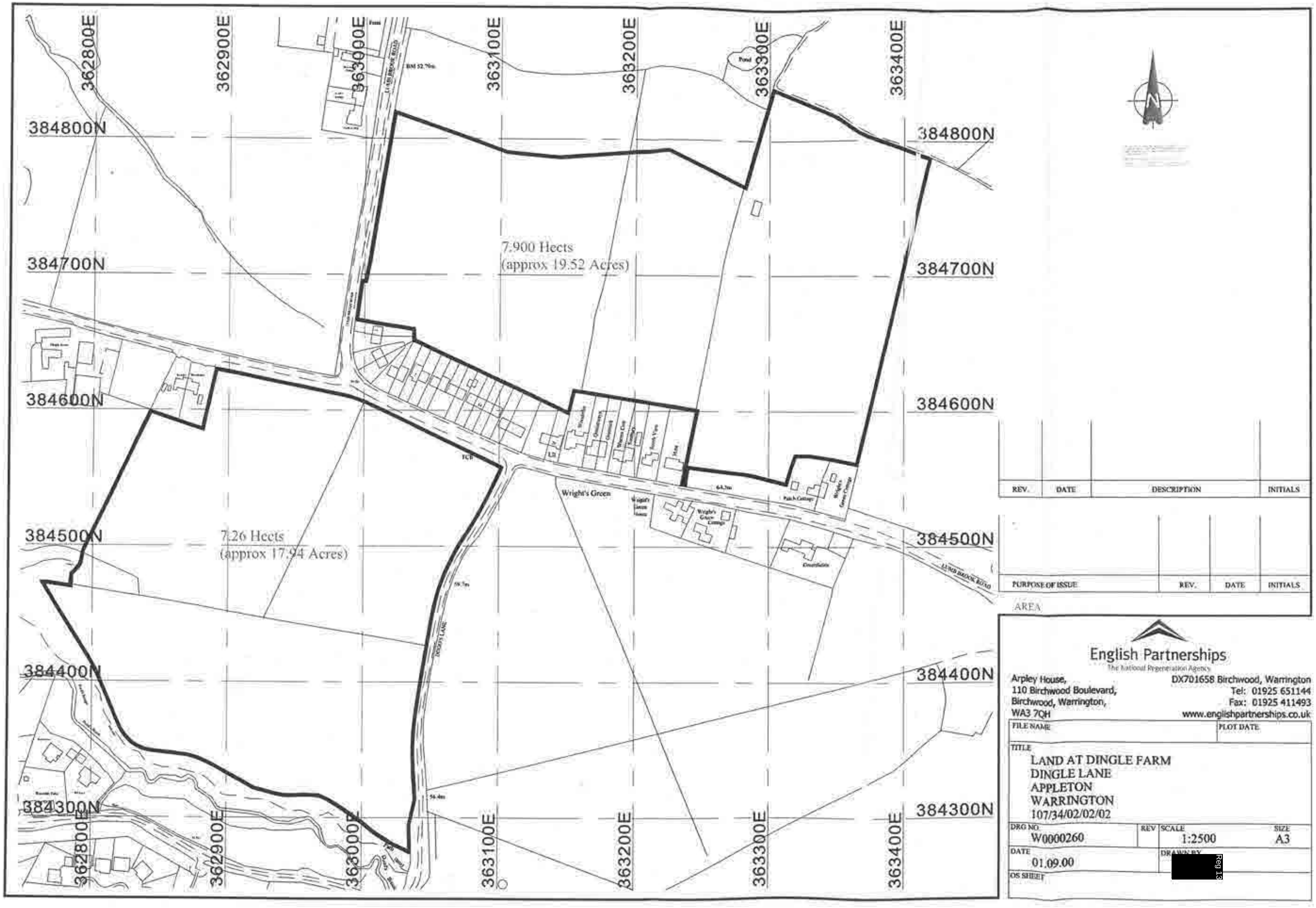
Witness .....

Address .....

.....

.....

Occupation ... Reg 13



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS
AREA			

English Partnerships
The National Regeneration Agency
Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME		PLOT DATE	

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	[redacted] Reg 13

OS SHEET

lease Renewal

Agricultural Tenancies

Asset Name or Asset Reference	32/7/2/28 Land at Dingle Farm, Appleton, Warrington
Lease Description	Farm Business Tenancy Agreement
Ha of Tenancy	15.16
~~New Lease~~ / Lease Renewal	
Tenant Name	Reg 13
Tenant Address	
Billing Address	As above
Term of Lease	2 years
Start Date	15 September 2007
End Date	14 September 2009

Type of Lease

Grazing/~~Arable~~

~~Property~~

~~Ground Rent~~

reg. 12(5)(e)

Frequency of Payment

Annually
~~Monthly~~

Next due 15. Sept 2008.

~~Quarterly~~ ~~Old Quarter English Days / New Quarter English Days~~
Cheque Received Yes/~~No~~

reg. 12(5)(e)

VAT	~~Exempt~~ **Residential**	~~Zero Rated~~ **Food Stuff**	Standard 17.5%

Rent Review? No

Input By

Date Input

Horizon Asset Reference 00000615 00001682

Horizon Lease Reference

Original Lease Ref: 00000615

CARTER JONAS
Property Consultants

Date: 2 January 2008

File Ref: 32/7/2/28

SUBJECT: Land at Dingle Farm, Appleton, Warrington

Terms have been provisionally agreed for the granting of a CNT standard format *Farm Business Tenancy* on the above mentioned land to: -

Name: Reg 13

Address:

The basic terms are as follows: -

Type of Property: Agricultural

Size: 15.16 hectares (37.46 acres)

Original Rental Valuation: reg. 12(5)(e)

Rent:

Rent per hectare(acre):

VAT: 17.5%

Term Period: Commencing 15 September 2007 and expiring 14 September 2009

Repairing Liability: Tenant

Insurance: Tenant as applicable.

The land to be used for agricultural purposes only.

.....

Signed Reg 13 Date 2.1.08

Co- Signed Reg 13 Date 7.1.08

Reg 13

Countersigned Reg 13 Date

Reg 13 oved by

Head of Est. Man (A.T.)

Date 8/1/08

No. A1/EM/419

Carter Jonas LLP is a limited liability partnership registered in England and Wales no. OC304417. Reg. Office 127 Mount Street, London W1K 3NT.

32/7/2/28

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

LANDLORD: COMMISSION FOR THE NEW TOWNS
TENANT: Reg 13
HOLDING: LAND AT DINGLE FARM APPLETON WARRINGTON

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

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PARTICULARS

Date	
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of two years starting on 15 September 2007 and expiring on 14 September 2009
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 ACCESS

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 in this Schedule and for all other reasonable purposes

7 RIGHTS IN RESPECT OF SERVICE MEDIA

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 WAYLEAVE AGREEMENTS

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

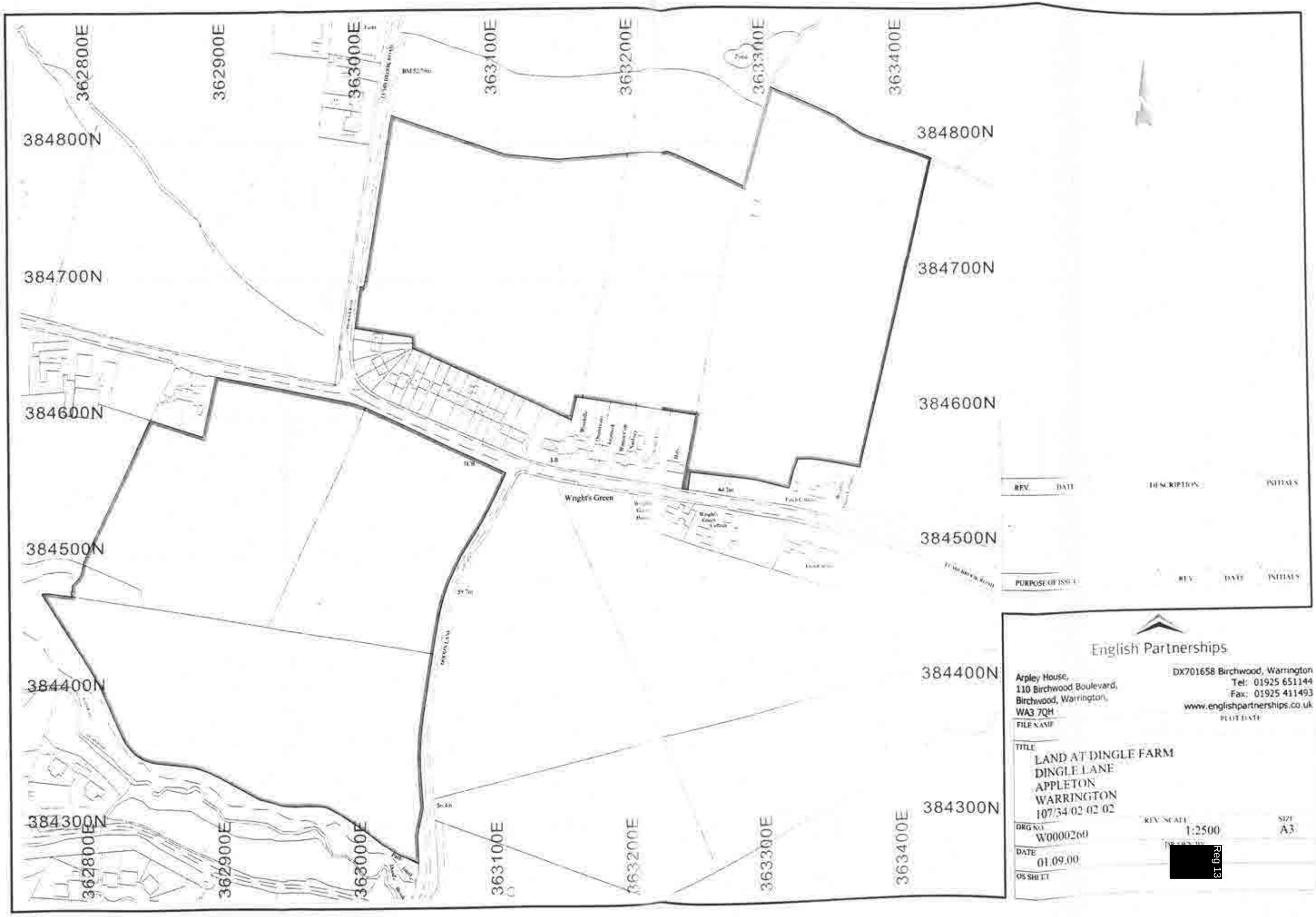
12 any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Landlord)
in the presence of:)

Reg 13

Reg 13



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE | REV. | DATE | INITIALS

English Partnerships

Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH

DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME

PLOT DATE

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO. W0000260

REV. SCALE 1:2500

SIZE A3

DATE 01.09.00

OS SHEET

[redacted] Reg 13

ENGLISH PARTNERSHIPS
6/12 MONTHLY INSPECTION

File Ref: 32/7/2/28

Title of Land: Land at Dingle Farm

Type of Agreement: FBT

H & S Issues:

None evident

Encroachment/Integrity of Boundaries:

Majority OK. Gap in fences along residential boundary

Trespass/Unauthorised Use of Access:

See above – None apparent though

Tipping:

Some garden waste behind fences

Compliance with Tenancy Agreements:

Fine

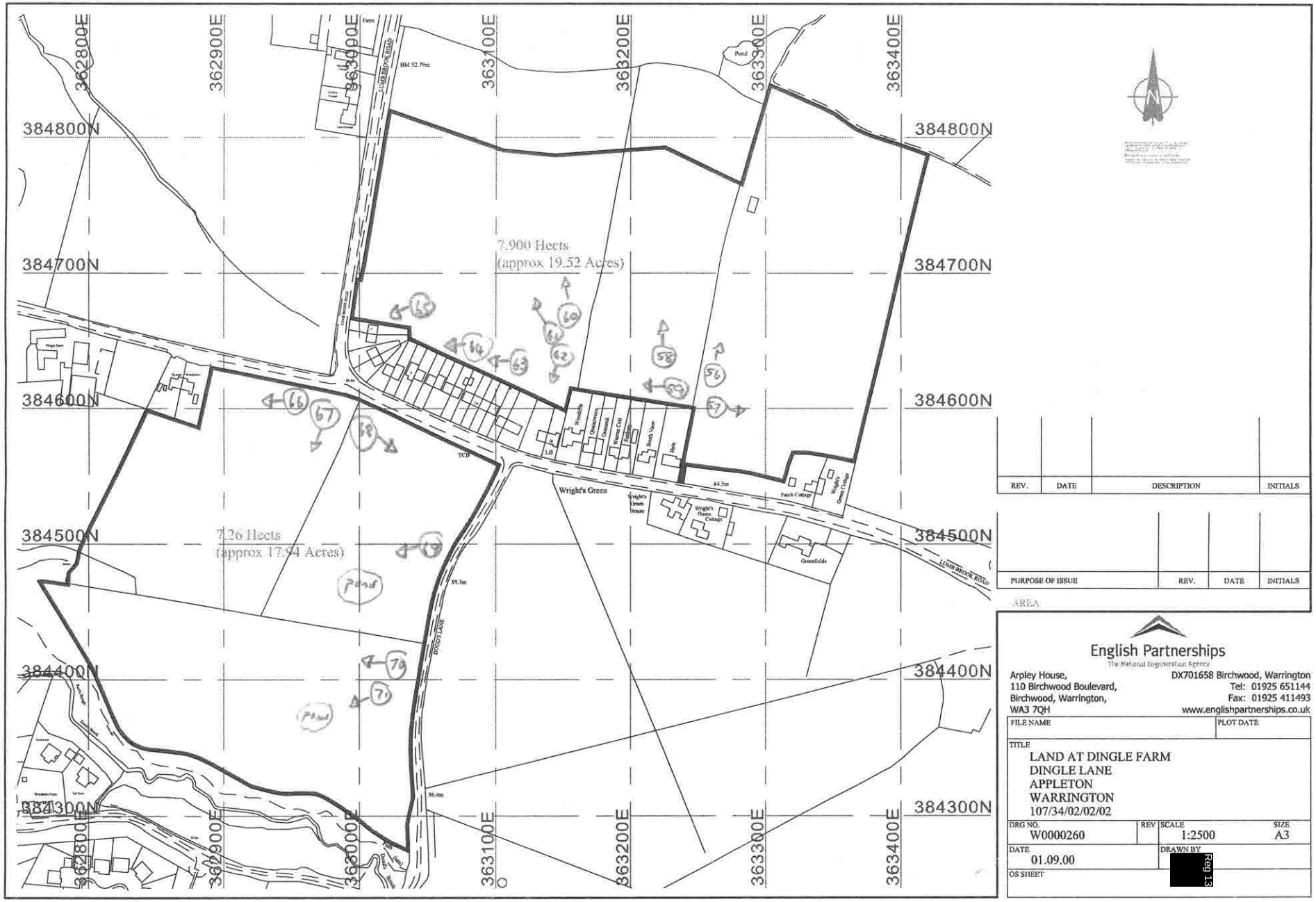
General Comments on Land Use:

Arable – recently cultivated and seeded with grass

Photos: 56 - 71

Inspection Completed By: Reg 13 **Date:** 4.4.07

Inspection Report Checked: Reg 13 **Date:** 03/09/07



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS
AREA			

English Partnerships
The National Regeneration Agency

Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH

DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE

LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	[redacted]

OS SHEET

56



57



Land at Dingle Farm

58



59



Land at Dingle Farm

60



61



Land at Dingle Farm

62



63



64



65



66



67



Land at Dingle Farm

68



69



Land at Dingle Farm

70



71



Land at Dingle Farm

Our ref: CGB/32/7/2/28,30,33,34,35,39
Your ref:
Direct line: Reg 13
Direct fax:
Email: Reg 13 @carterjonas.co.uk

Date: 24 August 2007

Reg 13

Dear Reg 13

ENGLISH PARTNERSHIPS)
LAND AT DINGLE FARM APPLETON)
LAND AT WOOD FARM APPLETON)
LAND AT DOROTHY FARM APPLETON) SUPPLEMENTAL
LAND AT WALNUT TREE FARM APPLETON) INFORMATION
LAND AT BOOTHS FARM APPLETON)
LAND AT STUD FARM APPLETON)

I refer to the above land, and to our last letter of 13 August 2007. English Partnerships have asked me to remind all potential applicants to ensure that they are familiar with the Terms and Conditions of the standard Farm Business Tenancy, under which the above areas are proposed to be let.

I would draw your attention to the Clauses affecting the use and occupation of the holdings, and must remind you that you should have regard to these, in submitting your Tenders. Of particular importance are the Clauses relating to environmental and legislative compliance, and also to the matter of Alienation, where you are reminded that sub-letting of any sort is unacceptable and will result in the termination of the agreement concerned.

I would also remind Applicants that Tenders should be unqualified, meaning that they should be based on the land in its current condition (where crops have been removed) and that the landlord is not bound to accept the highest, or indeed any bid, and will not entertain bids made subject to conditions.

I trust this is in order, but, should you have any queries or require any further clarification, then please do not hesitate to contact me or Reg 13

Yours sincerely

Reg 13

For and on behalf of Carter Jonas LLP

Enc

COPY TYPE (ORIGINATOR) TRANSACTION NO. 76260

COMMISSION FOR
THE NEW TOWNS
C N T

INSTRUCTION TO PROCEED

NEW LEASE Grant of Farm Business Tenancy

INSTRUCTION TO ISSUED BY **No Solicitor** [Reg 13] DATE **4/ 6/2007**

PLEASE PREPARE DOCUMENTS IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN

APPROVAL(S) GIVEN **AT - Head Of Estate Management** DATE **29/ 5/2007** REF **at/em/357**

TENANCY REF. **WR02443040001**
TENANCY ADDRESS **Appleton - 44.55 Acres**
Dingle Farm
Appleton SITE AREA HECTARES **15.160**
Warrington ACRES **37.460**

OTHER PARTY

NAME [Reg 13] SOLICITOR **N/A**
T/A
ADDRESS ADDRESS

TERM YEARS **1** DAYS **0**

COMMENCEMENT DATE **1/ 9/2006** EXPIRY DATE **31/ 8/2007**

TERMINATION NOTICE PERIOD **Three Months** ROLL FORWARD **N**

LETTING TYPE **Rack Rented Tenancy**

PROPOSED NEW RENT [reg. 12(5)(e)]

PAYMENT FREQUENCY **Annually Adv 1 Oct**

RENT FREE PERIOD **0** VAT Payable **Yes**

REVIEW FREQUENCY **0** BASIS OF RENT REVIEW **Open Market RR Value - Up Only**

RENT REVIEW NOTICE PERIOD **0**

COPY TYPE (ORIGINATOR) TRANSACTION NO. 76260

COMMISSION FOR
THE NEW TOWNS
C N T

INSTRUCTION TO PROCEED

NEW LEASE Grant of Farm Business Tenancy

NON STANDARD REVIEWS **N** STEPPED RENTS **N**

PEPPERCORN **N** PEPPERCORN TO

TIME OF THE ESSENCE **N** SERVICE CHARGE (Y/N) **N** GUARANTORS **N**

MAJOR USE **Agricultural**

PROPOSED TRADE USE **Arable**

USER CLAUSE **Standard EP FBT 2yrs or less**

USER CLAUSE STATUS **No Change Without LL Consent**

OPTIONS TO BREAK **1 month's notice**

OPTIONS TO BREAK PARTY **Mutual**

ARREARS: %AGE ABOVE BASE RATE **0.00** DAYS BEFORE CHARGED **0**

RENT DEPOSIT **0.00**

REPAIR LIABILITY

INSURANCE LIABILITY

INTERNAL PAINT LIABILITY FREQUENCY **0**

EXTERNAL PAINT LIABILITY FREQUENCY **0**

APPROVAL OF LANDLORD REQUIRED

DATE OF LANDLORD APPROVAL

COSTS: CNT **Y** AMOUNT **0.00** OTHER PARTY **Y** AMOUNT **0.00**

EXTRA DOCUMENTATION ATTACHED **Y** **See notes**

ESTATES FILE REF **27.4** LEGAL FILE REF

NOTES :

NOTES TRANSACTION NO. 76260

NOTES :

agreement.

2. This transaction was authorised by Head of Estates Management under his delegated powers.

3. The only action required by you is to record document completion of this transaction on the computer and to issue the relevant completion notice for file record purposes.

FAO DF(HQ)

1. A cheque in respect of the agreed rental has been banked at the Warrington Office.

2. A receipted invoice should be forwarded directly to the tenant, and I should be obliged if a copy of the same could be forwarded to Reg 13 Land Manager, Warrington for the file.

3.VAT is to be charged at the standard rate.

AUTHORISED BY.....

Reg 13

FAO COMPUTER RECORDS OFFICER

1. Please note that this transaction has been completed exclusively within EPs Agricultural Land Management Section using EP's retained Agents Carter Jonas and utilising EP's standard format

CARTER JONAS
Property Consultants

Date: 22 May 2007

76260

File Ref: 32/7/2/28

SUBJECT: Land at Dingle Farm, Appleton, Warrington

Terms have been provisionally agreed for the granting of a CNT standard format *Farm Business Tenancy* on the above mentioned land to: -

Name: Reg 13

Address: Reg 13

The basic terms are as follows: -

Type of Property: Agricultural

Size: 15.16 hectares (37.46 acres)

Original Rental Valuation: reg. 12(5)(e)

Rent: reg. 12(5)(e)

Rent per hectare(acre): reg. 12(5)(e)

VAT: 17.5%

Term Period: Commencing 1 September 2006 and expiring 31 August 2007.

Repairing Liability: Tenant

Insurance: Tenant as applicable.

The land to be used for agricultural purposes only.

.....

Signed Reg 13 Date 22.5.07

Co- Signed Reg 13 Date 25/5/07

Reg 13

Countersigned Reg 13 Date 29.5.07

Reg 13

Approved by Reg 13
Head of Est. Man (A.T.)
Date 29/5/07
No. A1/EM/351

Carter Jonas LLP is a limited liability partnership registered in England and Wales no. OC304417. Reg. Office 127 Mount Street, London W1K 3NT.

COPY TYPE (ORIGINATOR) TRANSACTION NO. 76260

COMMISSION FOR
THE NEW TOWNS
C N T

TRANSACTION COMPLETION

NEW LEASE Grant of Farm Business Tenancy

NOTIFICATION TO [redacted]

FROM **No Solicitor** **4/ 6/2007**

IN ACCORDANCE WITH THE INSTRUCTION DATED **4/ 6/2007**

THE ABOVE TRANSACTION WAS LEGALLY COMPLETED ON **4/ 6/2007**

APPROVAL(S) GIVEN **AT - Head Of Estate Management** DATE **29/ 5/2007** REF **at/em/357**

TENANCY REF. **WR02443040001**
TENANCY ADDRESS [redacted]

SITE AREA HECTARES **15.160**
ACRES **37.460**

TENANT NAME [redacted]
T/A
TENANT ADDRESS

TERM YEARS **1** DAYS **0**

COMMENCEMENT DATE **1/ 9/2006** EXPIRY DATE **31/ 8/2007**

TERMINATION NOTICE PERIOD **Three Months** ROLL FORWARD **N**

LETTING TYPE **Rack Rented Tenancy**

PROPOSED NEW RENT [redacted]

PAYMENT FREQUENCY **Annually Adv 1 Oct**

RENT FREE PERIOD **0** VAT Payable **Yes**

REVIEW FREQUENCY **0** BASIS OF RENT REVIEW **Open Market RR Value - Up Only**

RENT REVIEW NOTICE PERIOD **0**

SIGNED.....

COPY TYPE (ORIGINATOR) TRANSACTION NO. 76260

COMMISSION FOR
THE NEW TOWNS
C N T

TRANSACTION COMPLETION

NEW LEASE Grant of Farm Business Tenancy

NON STANDARD REVIEWS **N** STEPPED RENTS **N**

PEPPERCORN **N** PEPPERCORN TO

TIME OF THE ESSENCE **N** SERVICE CHARGE (Y/N) **N** GUARANTORS **N**

MAJOR USE **Agricultural**

PROPOSED TRADE USE **Arable**

USER CLAUSE **Standard EP FBT 2yrs or less**

USER CLAUSE STATUS **No Change Without LL Consent**

OPTIONS TO BREAK **1 month's notice**

OPTIONS TO BREAK PARTY **Mutual**

ARREARS: %AGE ABOVE BASE RATE **0.00** DAYS BEFORE CHARGED **0**

RENT DEPOSIT **0.00**

REPAIR LIABILITY

INSURANCE LIABILITY

INTERNAL PAINT LIABILITY FREQUENCY **0**

EXTERNAL PAINT LIABILITY FREQUENCY **0**

CARTER JONAS
Property Consultants

Our ref: CGB/JP/32 7 2 28 & 32 & 34
Your ref:
Direct line: Reg 13
Direct fax:
Email: Reg 13 @carterjonas.co.uk

Date: 22 May 2007

Carter Jonas LLP
Manor House, Nabbs Lane
Slaithwaite, Huddersfield
West Yorkshire HD7 5AU

Telephone Reg 13
Facsimile

Mayfair
Chelsea
Marylebone
Cambridge
Harrogate
Huddersfield
Kendal
Leeds
Long Melford
Marlborough
North Wales
Northampton
Oxford
Peterborough
Shrewsbury
Worcester
York

Reg 13
English Partnerships
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington WA3 7QH

Dear Reg 13

ENGLISH PARTNERSHIPS
LAND AT DINGLE FARM APPLETON
LAND AT DAIRY FARM APPLETON
LAND AT WALNUT TREE FARM

I refer to the proposed Farm Business Tenancy Agreements to Reg 13 in respect of the above land.

I have now received signed counter-part Agreements together with cheques reg. 12(5)(e) reg. 12(5)(e) from Reg 13 I enclose herewith the cheques together with the original Agreements for signature by the Commission and also the completed ATP forms. I also enclose a photocopy of the counter-part Agreements for your records.

I look forward to receiving the Agreement signed by the Commission in due course.

Yours sincerely

Reg 13

For and on behalf of Carter Jonas LLP

Enc

Carter Jonas LLP is a limited liability partnership registered in England and Wales no. OC304417. Reg. Office 127 Mount Street, London W1K 3NT.

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

LANDLORD: THE COMMISSION FOR NEW TOWNS
TENANT: Reg 13
HOLDING: LAND AT DINGLE FARM APPLETON WARRINGTON

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

CONTENTS

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PARTICULARS

Date	
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	[redacted] Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of one year starting on 1 September 2006 and expiring on 31 August 2007.
Rent	[redacted] reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 ACCESS

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 in this Schedule and for all other reasonable purposes

7 RIGHTS IN RESPECT OF SERVICE MEDIA

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 WAYLEAVE AGREEMENTS

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Tenant)
in the presence of:)

Reg 13

Witness ... Reg 13

Address ...

Reg 13

Occupation Reg 13



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

A3 A

English Partnerships
The National Regeneration Agency
Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	[redacted]

OS SHEET

Reg 13

32/7/2/28

Reg 13
24/11/2006 10:33

To Reg 13
cc
bcc
Subject Dingle Farm

Reg 13

We have received a complaint, from the parish council, that there is erosion to the highway as a result of water flowing off the land on to Dingle Lane adjacent to the 2 cottages.
It appears that a channel has been cut with an outfall on to the lane, possibly by the farmer. Could you please investigate.

Thanks

Reg 13

ENGLISH PARTNERSHIPS
6/12 MONTHLY INSPECTION

32/7/2/28

File Ref: 107/34/02/02/02

Title of Land: Land at Dingle Farm

Type of Agreement: FBT

H & S Issues:

None evident.

Encroachment/Integrity of Boundaries:

Majority ok. Gap in boundary (photo47) suggesting unauthorised access on to EP land.

Trespass/Unauthorised Use of Access:

See above.

Tipping:

None evident.

Compliance with Tenancy Agreements:

Land generally in poor condition due to Reg 13

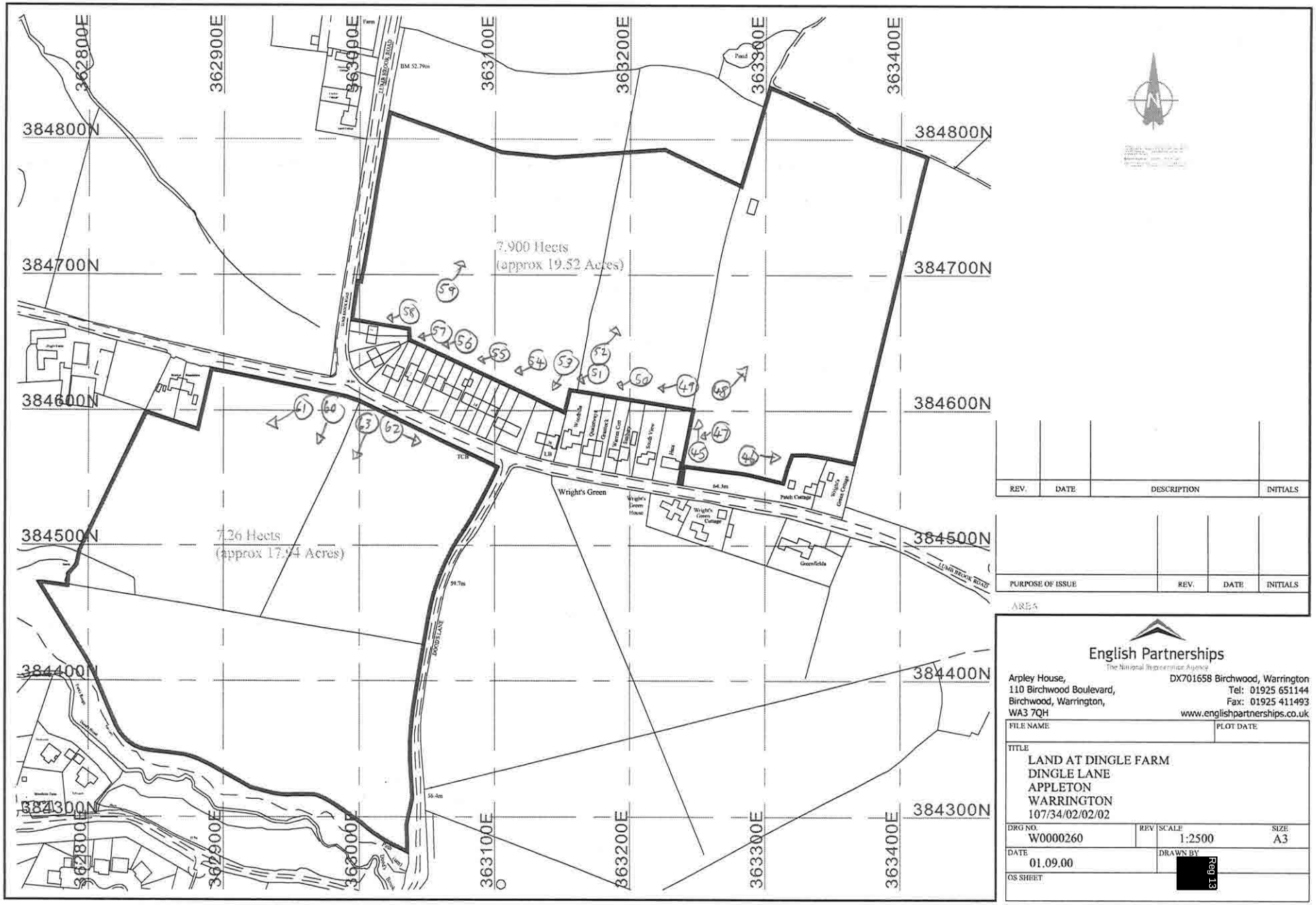
General Comments on Land Use:

Arable – some ploughed, some sown, some unharvested crop. Very untidy.

Photos: 45-63

Inspection Completed By: Reg 13 **Date:** 24/4/06

Inspection Report Checked: **Date:**



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

AREA

English Partnerships
The National Regeneration Agency

Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH

DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	[redacted] Reg 13

OS SHEET

45



46



47



48



49



50



S1



S2



LAND AT DINGLE FARM

S3



S4



55



56



57



58



59



60



61



62



LAND AT DINGLE FARM

63



LAND AT DINGLE FARM

J

ENGLISH PARTNERSHIPS
6/12 MONTHLY INSPECTION

File Ref: 34/02/02/02

Title of Land: Land at Dingle Farm

Type of Agreement: FBT

H & S Issues:

None evident.

Encroachment/Integrity of Boundaries:

None evident.

Trespass/Unauthorised Use of Access:

None evident

Tipping:

None evident.

Compliance with Tenancy Agreements:

Land previously cropped to potatoes – left fallow.

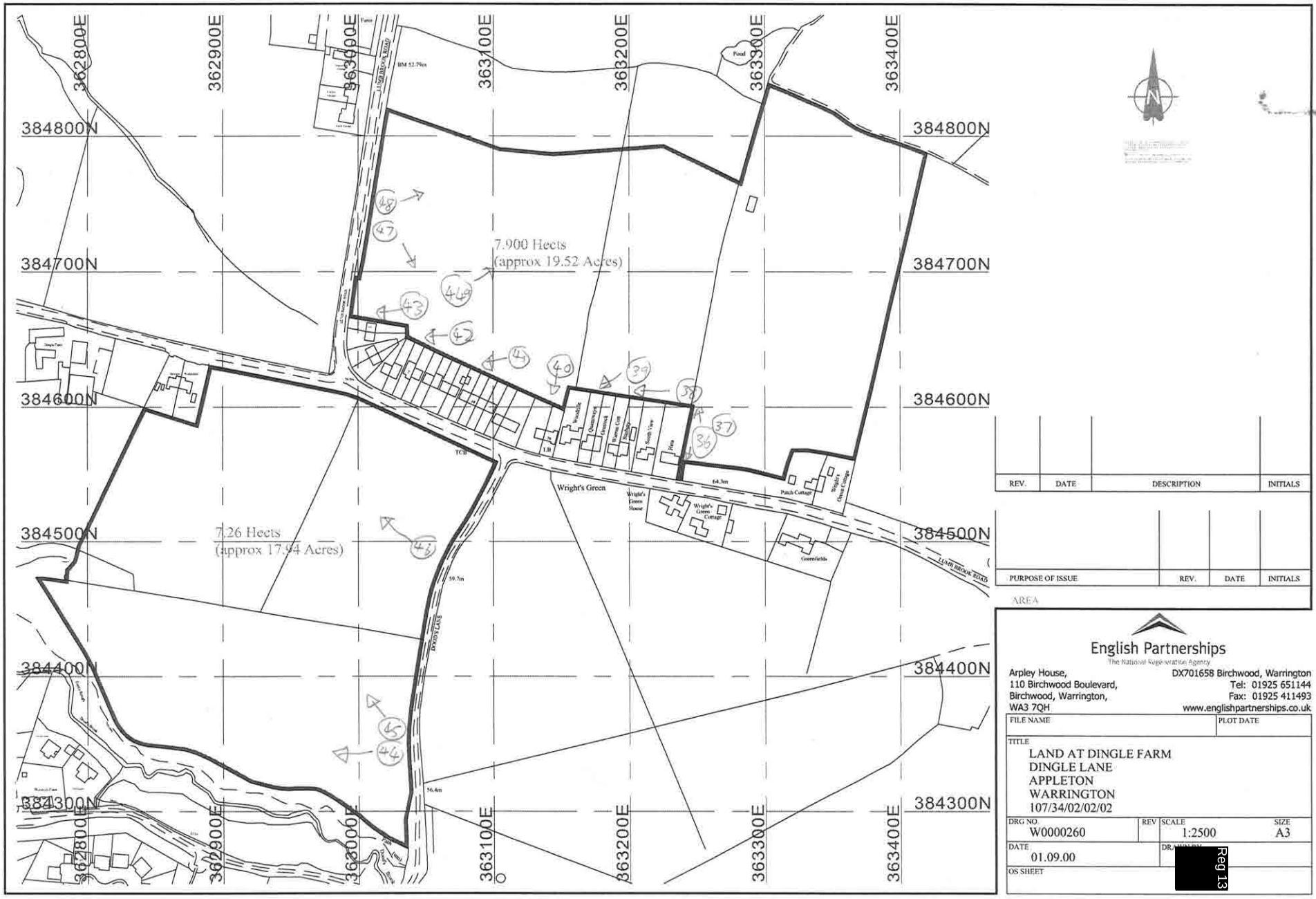
General Comments on Land Use:

Arable land – last crop potatoes (photos 44-46).
Cereal crop (photos 36-44a,47,48)

Inspection Completed & Checked By: Reg 13 [redacted]

Date: 6 April 2005
20 September 2005

Photos: 44 – 48, 36 – 43, 44a



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS
AREA			

English Partnerships
The National Regeneration Agency
Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3
DATE		DR. NO.	
01.09.00		[redacted]	
OS SHEET			

Reg 13

LAND AT DINGLE FARM

44.



45.



LAND AT DINGLE FARM

46.



47.



LAND AT DINGLE FARM

48.



36.



LAND AT DINGLE FARM

37.



38.



LAND AT DINGLE FARM

39.



40.



LAND AT DINGLE FARM

41.



42.



LAND AT DINGLE FARM

43.



44a.



CARTER JONAS
Property Consultants

Date: 1st August 2005

File Ref: 34/02/02/02

75450.

SUBJECT: Land at Dingle Farm, Appleton, Warrington

Terms have been provisionally agreed for the granting of a CNT standard format *Farm Business Tenancy* on the above mentioned land to: -

Name: Reg 13

Address:

The basic terms are as follows: -

Type of Property: Agricultural

Size: 15.16 hectares (37.46 acres)

Original Rental Valuation: reg. 12(5)(e)

Rent: reg. 12(5)(e)

Rent per hectare(acre): reg. 12(5)(e)

VAT: Zero rated

Term Period: Commencing 1 April 2005 and expiring 31 March 2007.

Repairing Liability: Tenant

Insurance: Tenant as applicable.

The land to be used for agricultural purposes only.

.....

Signed Reg 13 Date 02/08/05

Co- Signed Reg 13 Date 1/12/05

Countersigned Reg 13 Date 7/12/05

DIRECTOR'S AUTHORISATION
Reg 13
SIGNED
DATE 7/12/05
REF NO ATLEM/180
RETURN TO Reg 13

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107/34/2/2/2

03 AUG 2005

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

LANDLORD: THE COMMISSION FOR NEW TOWNS
TENANT: Reg 13
HOLDING: WARRINGTON

Counter-part

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

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PARTICULARS

Date	
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of two years starting on 1 April 2005 and expiring on 31 March 2007.
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 **LETTING**

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 **TENANT'S AGREEMENTS**

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 ACCESS

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 in this Schedule and for all other reasonable purposes

7 RIGHTS IN RESPECT OF SERVICE MEDIA

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 WAYLEAVE AGREEMENTS

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED for and on behalf of the Landlord)
in the presence of:)

SIGNED by the Tenant)
in the presence of:)

Reg 13

Witness

Address Reg 13

Reg 13

Occupation Reg 13

NWST/AM68/2648

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

LANDLORD: Homes and Communities Agency

TENANT: Reg 13 [redacted]

HOLDING: **Land at Dingle Farm**
and Walnut Tree Farm
Appleton, Warrington

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH

Homes and Communities Agency

TENANCY AGREEMENT

Date 27th September 2016

1 DEFINITIONS

1.1 The Landlord	**The Homes and Communities Agency** of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH
1.2 The Tenant	Reg 13
1.3 The Holding	The property known as **Land at Dingle Farm and Walnut Tree Farm** extending to 70.80 acres (28.65 ha) 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 31st March 2018
1.5 Start Date	**1st April 2016**
1.6 Rent	reg. 12(5)(e)
1.7 Rent Days	1st April, 1st July, 1st October 2016 and 1st January 2017 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.
1.11 Notice	no less than one month's prior written notice for part of the holding and three months for the whole holding.

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

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

(f) 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

(g) 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

(h) The right to use lay repair connect to and renew existing or new pipes drains conduits cables wires or other works the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights

(i) The right to inspect and record the condition of the Holding or any adjoining property and to carry out any repairs to the Holding in accordance with the terms of this agreement

(j) All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord

(k) 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

3.5.1 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

3.5.2 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

3.5.3 to keep clear and free from obstruction all land drains and ditches on the Holding

3.5.4 to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back

3.5.5 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

3.5.6 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

3.7 Use and management

(a) Throughout the Term personally to farm the Holding as a trade or business for the Use only

(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

(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

(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,

festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film

(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)

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 any Legal Obligations

3.10 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

3.11 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

3.12 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

3.13 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

3.14 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

3.15 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

3.16 Indemnity

3.16.1 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

3.16.2 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

3.17 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

3.18 Health and Safety

3.18.1 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

3.18.2 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

3.18.3 the Tenant shall notify the Landlord's Health and Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:

(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

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 three months 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 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

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:

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 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

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy

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

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

(a) 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

(b) 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

7.6.1 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.

7.6.2 The Landlord shall be responsible for determining in its absolute discretion whether:

7.6.2.1 any Information is Exempted Information or remains Exempted Information, or

7.6.2.2 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

7.6.3 Subject to clause 7.6.4 below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

7.6.3.1 without consulting the Tenant; or

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

7.6.4 Without in any way limiting clauses 7.6.1 and 7.6.3 in the event that the Landlord receives a Request for Information, the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant

7.6.5 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:

7.6.5.1 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:

7.6.5.2 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

7.6.6 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

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

7.7.1 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 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

7.7.2 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;

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

7.7.2.2 without consulting the Tenant

7.7.3 The Tenant shall assist and co-operate with the Landlord to enable the Landlord to publish this Lease

Schedule 1

The Holding

Description	Use	*Acres/ Hectares*
Agricultural land	Grazing livestock and arable cultivations	70.80 acres/ 28.65 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.

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community 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 Obligations**" means any obligation created by any Enactment which relates to the Holding or its use

"**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 of 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 legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it

(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

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 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 support payment subsidies compensation or other payment from the European Union or the Department or any other public or statutory body whether jointly or individually under the Basic Payment Scheme and shall include any authorisations attached to the entitlements

1.5 **"Basic Payment Scheme"** means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise.

1.6 **"Greening Payment"** means the direct payment 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

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 "**Other Entitlements**" means any right or entitlement to receive support, payment, subsidies, compensation or other payment from the European Union the Government or any other public or statutory body whether jointly or individually (including but not limited to rights and entitlements arising following CAP Reform) other than rights under the Basic Payment Scheme that are secured by reference to the area of the Holding and/or for the benefit of the owner or occupier of the Holding

1.9 "**Holding's BPS Entitlements**" means:

1.9.1 any BPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding subject to the tenancy

1.9.2 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

1.9.3 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

1.9.4 any BPS Entitlements referred to in paragraph 2.16

1.10 "**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

2. The Tenant covenants with the Landlord

2.1 To register on the CAP Information Service and will be an active farmer for the purposes of the Basic Payment Scheme eligibility criteria. Loss of all or any of the Entitlements resulting from the Tenant's failure to satisfy either or both of these requirements will be borne solely by the Tenant

2.2 To carry out sufficient husbandry and comply with all Cross Compliance Conditions, the requirements for full Greening Payment and any other management requirements under the Basic Payment Scheme and the Regulations. 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 keep the Holding in good agricultural and environmental condition as required by the Basic Payment Scheme and the Regulations

2.4 To maintain those areas that are Permanent Grassland at the beginning of the Term as Permanent Grassland throughout the Term

2.5 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 and the Regulations

2.6 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

2.7 In each year of the Basic Payment Scheme to claim payment in respect of all the Holding's BPS Entitlements

2.8 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

2.9 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 of the Entitlements whether on the Holding or on other land or in relation to the Tenant's status as an active farmer or otherwise

2.10 To use reasonable endeavours (at the Landlord's cost) to procure for the Holding the benefit of any further BPS Entitlements that may become available at any point during the Term

2.11 To provide all assistance to the Landlord in any claim for additional BPS Entitlements

2.12 Not to sell lease charge transfer or dispose of any of the Holding's BPS Entitlements

2.13 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.

2.14 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

2.15 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

2.16 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 of the Holding's BPS Entitlements or their reduction in number or value or any withholding of payment or the imposition of any other penalty

2.17 To provide the Landlord with all the information he may reasonably request in connection with the Holding's BPS Entitlements or compliance with the Basic Payment Scheme

2.18 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 are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including signing all necessary forms RLE1 or such

other form as may be required) 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

2.19 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

2.20 To obtain the Landlord's consent for all matters concerning the management of the Holding's BPS Entitlements to include Cross Compliance Conditions, the requirements of full Greening Payment and claims under the Basic Payment 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 which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Holding's BPS Entitlements

2.21 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 Entitlements comparable to those lost) and all claims damages and losses relating to the Entitlements, the Basic Payment Scheme, the Greening Payment and Cross Compliance Conditions (including but not limited to loss of any Entitlements, diminution in the value of any 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 from the European Union the Government 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

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

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 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

SIGNED for and on behalf of the Landlord)
)

Reg 13

Reg 13

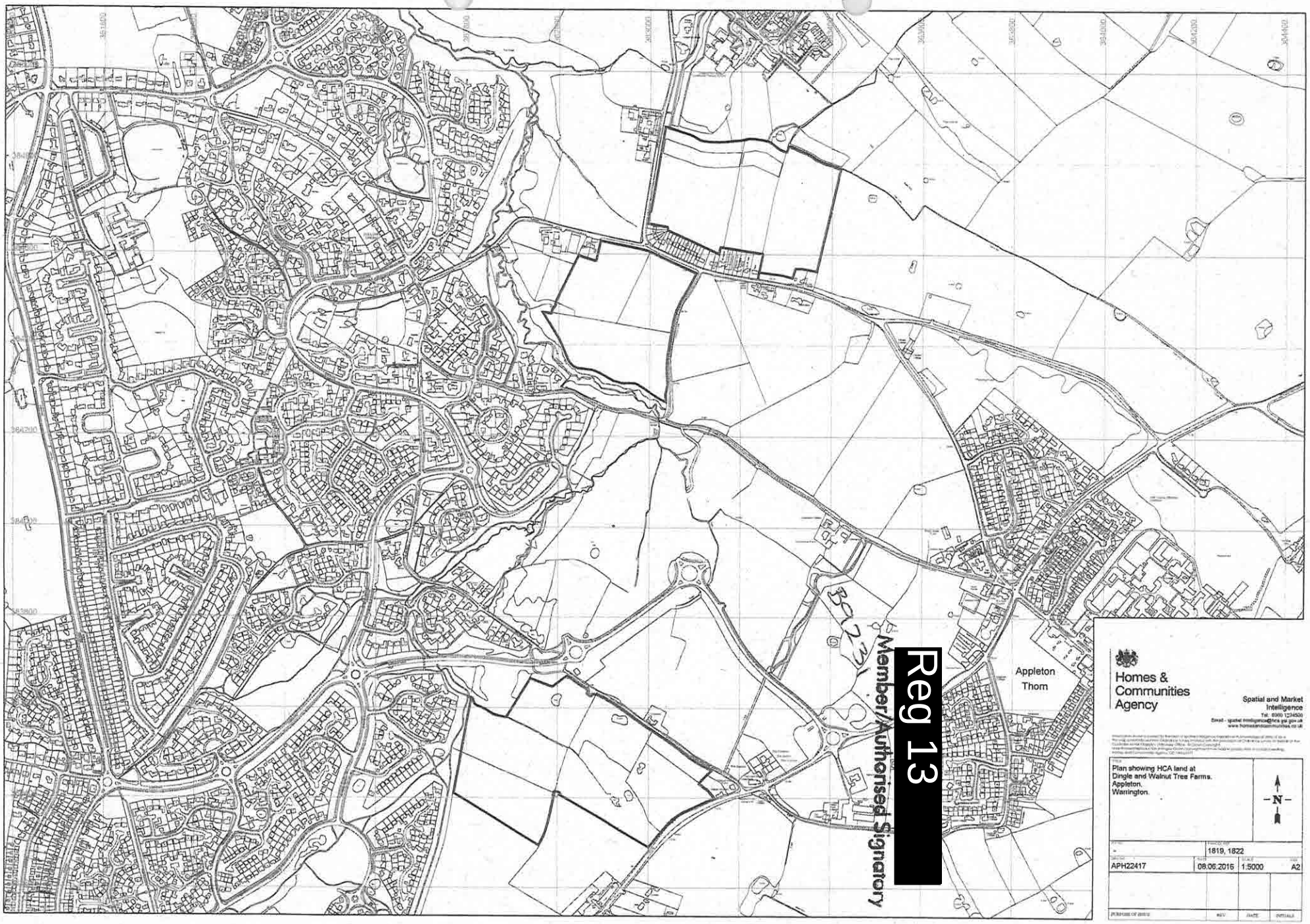
Provider Management

SIGNED by the Tenant in the presence of:)
)

Reg 13

Reg 13

Attached: Plan


B6123
Appleton Thorn
Member/Authorised Signatory
Reg 13
Homes & Communities Agency
Spatial and Market Intelligence
Plan showing HCA land at Dingle and Walnut Tree Farms, Appleton, Warrington.
N
1819, 1822
APH22417
08.06.2015
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Agreement Completion Form

Date	12th March 2014
File Reference	
Subject	Land at Dingle Farm, Lumb Brook Road
Tenant Name	Reg 13
Tenant Address	Reg 13
Type of Property	Agricultural
Size	37.54a/15.19ha
Original Rental Valuation	
Rent per annum	reg. 12(5)(e)
Rent per acre	
VAT	20%
Term Period	Commencing 1st April 2014 Expiring 31st March 2016
Repairing Liability	Tenant
Insurance	Tenant as applicable
This land is to be used for agricultural purposes only	
Signed... Reg 13 .....**Date**....12/03/2014..... **For and on behalf of Carter Jonas LLP**	
Reg 13 .....**Date**....17/3/14.....	
Reg 13 ....**Date**....19/3/14.....	

Approved by Reg 13
Head of AMES

Date 19/3/14

No. AMES/894

TRANSMITTAL DOCUMENT
HOMES AND COMMUNITIES AGENCY

Instruction Unique ID
NWST/AMES/1345

Region: All	Office: Warrington	Submitting Officer: Reg 13

Document Type	Farm Business Tenancy	
Address	Land at Dingle Farm, Appleton	
Parties Company Registration Number	1. Homes and Communities Agency 2. Reg 13	
Number of Parts	2	
Execution Type	Signing HCA	
Amendments requiring Initialling List paragraph/Page Nos and Flag		
Approval	Date :- 19/03/2014 12:00:00 Authority := Head of AMES Approval Number AMES/894	Approval Ref (F1,F2, FS3, ITP,AoT,Board Paper etc) **(Attach copy)**
Instruction transparency	No	reg. 12(5)(e)

Legal Sign Off: (To be completed by Consultant Solicitor)

I confirm that these documents have been completed in accordance with the terms of our instructions, are technically correct and reflect the requirements of current good practice.

.....	.....	.....	21/03/2014 .....
Legal Officer	**Print Name**	**Company**	**Date**

Submission: (To be completed by the appropriate member who can confirm it is an Agency Standard Contract or Other Standard Document and/or has been the Instructing Officer to the above Solicitor)
I confirm that these documents have been completed in accordance with the terms of our instructions to the above Solicitor / is an Agency Standard Contract, and is in accordance with the approval detailed above.

Reg 13	Reg 13	21/3/14 .....
Signature	**Print Name**	**Date**

On completion, documents to be returned to:	Reg 13

Recommendation for Completion:

I confirm that: (1) the above details are correct and are properly reflected in this/these documents, which I recommend for execution by the Agency; and (2) the legal documents attached reflect the project approval including any conditions

Reg 13	Reg 13	24/3/14 .....
Approved Signatory	**Print Name**	**Date**

Position .. Reg 13 .....

Document Signed by Reg 13 **Date:** 27/3/14

B5829

Secretariat Action :		**Register No.**
Document Checked By	Reg 13	27/3/14
Document Sealed/Signed By		27/3/14

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

LANDLORD: Homes and Communities Agency

TENANT: Reg 13 [redacted]

HOLDING: Land at Dingle Farm, Warrington

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH

Homes and Communities Agency

TENANCY AGREEMENT

Date 28th March 2014

1 DEFINITIONS

1.1 The Landlord	**The Homes and Communities Agency** of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH
1.2 The Tenant	Reg 13
1.3 The Holding	The property known as **Land at Dingle Farm, Lumb Brook Road** extending to 15.19 Ha (37.54 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 31 March 2016
1.5 Start Date	**01 April 2014**
1.6 Rent	reg. 12(5)(e)
1.7 Rent Days	1 April and 1 October in each year of the Term.
1.8 Interest Rate	4% above the base rate of Barclays Bank Plc
1.9 Milk Quota	None
1.10 Entitlements	The Holding's SPS Entitlements as defined in Schedule 3
1.11 Use	The trade or business of growing arable crops and livestock farming.

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

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

(f) 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

(g) 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

(h) The right to use lay repair connect to and renew existing or new pipes drains conduits cables wires or other works the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights

(i) The right to inspect and record the condition of the Holding or any adjoining property and to carry out any repairs to the Holding in accordance with the terms of this agreement

(j) All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord

(k) 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 rates taxes and outgoings relating to the Holding during the Term

3.5 Maintenance and repair

3.5.1 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

3.5.2 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

3.5.3 to keep clear and free from obstruction all land drains and ditches on the Holding

3.5.4 to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back

3.5.5 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

3.5.6 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

3.7 Use and management

(a) Throughout the Term personally to farm the Holding as a trade or business for the Use only

(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

(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

(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, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film

(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)

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 Milk Quota 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 any Legal Obligations

3.10 Alienation

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

3.11 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

3.12 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

3.13 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

3.14 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

3.15 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

3.16 Indemnity

3.16.1 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

3.16.2 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

3.17 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

3.18 Health and Safety

3.18.1 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

3.18.2 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

3.18.3 the Tenant shall notify the Landlord's Health and Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:

(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

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, MILK QUOTA, PAYMENT RIGHTS

5.1 Entitlements

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

5.2 Milk Quota

(a) The Milk Quota shall be transferred by the Landlord to the Tenant for the Tenant's use during the Term

(b) The Tenant shall maintain and not transfer lease or charge the Milk Quota and on termination of the Term (or earlier quitting of the Holding) shall immediately transfer the Milk Quota to the Landlord or at his direction without charge or payment

(c) The Tenant's obligations concerning Milk Quota shall not apply insofar as the Milk Quota has been subject to reductions made by any Authority on a permanent basis (any compensation paid for that reduction being due to the Landlord)

(d) Except in respect of the Milk Quota no other milk quota shall be transferred between the parties by reason of the change of occupation of the Holding caused by this agreement

5.3 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 Termination of Part

(a) The Landlord shall have the right at any time to terminate this agreement in respect of any part of the Holding subject to the Part Termination Limit (if any) for a Part Termination Purpose by serving Notice on the Tenant

(b) Any termination of part of the Tenancy shall not terminate the Term except in respect of the land taken (in respect of which 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) and the Tenant shall be entitled to an appropriate reduction in rent

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

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

6.4 Break Clause

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than three month's prior written notice of his intention to do so.

7 FURTHER MUTUAL AGREEMENTS

The Landlord and the Tenant agree:

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

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy

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

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 Holding, this Lease or any activities or business of the Landlord

7.6.1 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. The parties acknowledge that such information may include matters relating to, arising out of or under this Lease and any information provided by the Tenant prior thereto

7.6.2 The Landlord shall be responsible for determining in its absolute discretion whether:

7.6.2.1 any Information is Exempted Information or remains Exempted Information, or

7.6.2.2 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 unless otherwise expressly authorised to do so by the Landlord

7.6.3 Subject to clause 7.6.4 below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

7.6.3.1 without consulting the Tenant; or

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

7.6.4 Without in any way limiting clauses 7.6.1 and 7.6.3 in the event that the Landlord receives a Request for Information the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant

7.6.5 The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord 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:

7.6.5.1 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:

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

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

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

7.6.5.5 permit the Landlord to inspect all records retained in accordance with clause 7.6.5.4 as requested from time to time

7.6.6 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

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

7.7.1 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 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 exemption from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the contract

7.7.2 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;

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

7.7.2.2 without consulting the Tenant

7.7.3 The Tenant shall assist and co-operate with the Landlord to enable the Landlord to publish this Lease]

Reg 13

SIGNED for and on behalf of the Landlord)
)

SIGNED by the Tenant in the presence of:)
)

Schedule 1

The Holding

Description	Use
37.54 acres grassland	Grazing, livestock farming and arable cultivations

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 requirements for statutory management and to keep land in good agricultural and environmental condition in Council Regulation (EC) 1782/2003 and Council Regulation (EC) 73/2009 and any implementing regulations

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community 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 Obligations**" means any obligation created by any Enactment which relates to the Holding or its use

"**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 of 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 and Milk Quota

"**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 legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it

(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 Single Payment Scheme etc

1. In this Schedule:

1.1 "**CAP Reform**" means the reform of the system of direct payments made pursuant to the Common Agricultural Policy that is expected to come into force on or after 31 December 2014.

1.2 "**the Department**" means the Department of the Environment Food and Rural Affairs which shall include where appropriate the Rural Payments Agency or any other relevant authority responsible for administering the Single Payment Scheme

1.3 "**SPS Entitlements**" means any right or entitlement to receive support payment subsidies compensation or other payment from the European Union or the Department or any other public or statutory body whether jointly or individually under the Single Payments Scheme and shall include any authorisations attached to the entitlements

1.4 "**Single Payment Scheme**" means the single payment scheme established pursuant to the Regulations and all supplementary European legislation and directives and national legislations rules and regulations giving effect to the Regulations and all ancillary rules or regulations established under the Regulations relating to the Single Payment Scheme

1.5 "**Regulations**" means Council Regulation (EC) No. 73/2009 (EC) ("the Principal Regulation") and Commission Regulation (EC) No 1120/2009 and Commission Regulation (EC) No 1122/2209 and any other regulation directives amending or substituting them; and any other regulations,

orders, decisions or instruments directives made ancillary to the Principal Regulation; and all other regulations, statutes, statutory instruments, orders or directives implementing them in England

1.6 "**Other Entitlements**" means any right or entitlement to receive support, payment, subsidies, compensation or other payment from the European Union the Government or any other public or statutory body whether jointly or individually (including but not limited to rights and entitlements arising following CAP Reform) other than rights under the Single Payment Scheme that are secured by reference to the area of the Holding and/or for the benefit of the owner or occupier of the Holding

1.7 "**Holding's SPS Entitlements**" means:

1.7.1 any SPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding subject to the tenancy

1.7.2 any SPS 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

1.7.3 any SPS 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

1.7.4 any SPS Entitlements referred to in paragraph 2.16

1.8 "**Permanent Pasture**" has the meaning given to it in the Regulations

2. The Tenant covenants with the Landlord

2.1 To carry out sufficient husbandry and comply with all cross compliance requirements and other management requirements under the Single Payment Scheme

2.2 To keep the Holding in good agricultural and environmental condition as required by the Single Payment Scheme and the Regulations

2.3 To maintain those areas that are Permanent Pasture at the beginning of the Term as Permanent Pasture throughout the Term

2.4 To comply with any other requirements of any scheme rule or regulation relating to SPS Entitlements whether they are ancillary to in substitution to or in addition to the Single Payment Scheme and the Regulations

2.5 Not without the Landlord's prior written consent to use the Holding's SPS Entitlements to claim payments in respect of any land other than the area of the Holding

2.6 In each year of the Single Payment Scheme to claim payment in respect of all the Holding's SPS Entitlements

2.7 To use all best endeavours to prevent any of the Holding's SPS Entitlements being allocated to any national reserve or to any other third party or body or their value being decimated or prejudiced

2.8 To use reasonable endeavours (at the Landlord's cost) to procure for the Holding the benefit of any further SPS Entitlements that may become available at any point during the Term

2.9 To provide all assistance to the Landlord in any claim for additional SPS Entitlements

2.10 Not to sell lease charge transfer or dispose of any of the Holding's SPS Entitlements

2.11 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

2.12 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 SPS Entitlements

2.13 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 of the Holding's SPS Entitlements or

their reduction in number or value or any withholding of payment or the imposition of any other penalty

2.14 To provide the Landlord with all the information he may reasonably request in connection with the Holding's SPS Entitlements or compliance with the Single Payment Scheme

2.15 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 SPS Entitlements are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including signing all necessary forms RLE1 or such other form as may be required) 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 SPS Entitlements

2.16 In the event the Tenant is allocated any SPS Entitlements during the course of the Term then those SPS 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 SPS Entitlements

2.17 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 Single Payment Scheme which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Holding's SPS Entitlements

3. The Landlord covenants with the Tenant that he will observe or will procure that any transferee of the SPS Entitlements observes the covenants set out in paragraph 2.1 to 2.4 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 from the European Union the Government 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 Single 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

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

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 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)

Attached: Plan

Homes & Communities Agency
Spatial Intelligence
TITLE
DINGLE FARM
LUMB BROOK ROAD
WARRINGTON
DRG NO
SXC594
DATE
28/06/2012
SCALE
1:2,500
SIZE
A3
REV
DATE
DETAILS
Member/Authorised Signatory
Reg 13
Wright's Green
LUMB BROOK ROAD
TCS
Pond
Ward Bdy
Path (um)
Def
Patch Cottage
Lily Pit Cottage
Greenfields
Wright's Green Cottage
Wright's Green House
Hara
South View
Sunnyday
Warren Cott
Gretnock
Oaklands
Woodville
Brook
David's Bridge
Dipping Brook
59.7m
56.4m
64.3m
53.7m
363500
363400
363300
363200
363100
363000
362900
362800
362700
362600
384300
384400
384500
384600
384700
384800

Homes and Communities Agency
6/12 MONTHLY INSPECTION

File Ref: 32/7/2/28

Title of Land: **Land at Dingle Farm (Stansfield)**

Type of Agreement: **FBT**

H & S Issues:

-

Encroachment/Integrity of Boundaries:

Lots of gates into fields behind Wright's green.

Trespass/Unauthorised Use of Access:

Garden extensions and field mowing. Dog walking.

Tipping:

Some garden waste.

Environmental Issues:

Presence of oil tank(s)?

Environmentally sound?

Compliance with Tenancy Agreements:

Reg 13

General Comments on Land Use:

Wheat. Horse grazing.
Grass.

Photos: 758-760, 7630777

Inspection Completed By: Reg 13 **Date: 29/7/10**

Inspection Report Checked: **Date:**

758



759



Land at Dingle Farm
(Stansfield)

760



763



Land at Dingle Farm
(Stansfield)

764



765



Land at Dingle Farm
(Stansfield)

766



767



Land at Dingle Farm
(Stansfield)

768



769



Land at Dingle Farm
(Stansfield)

770



771



Land at Dingle Farm
(Stansfield)

772



773



Land at Dingle Farm
(Stansfield)

774



775



Land at Dingle Farm
(Stansfield)

776



777



Land at Dingle Farm
(Stansfield)

384750

384500

362750

363000

363250

363500

BM 52.79m

Dingle Farm

Dingle Brook

Footpath

Ford's Brook

Ford's Bridge

Dingle Lane

LUMB BROOK ROAD

TCB

Woodville

Quaintways

Gimtrick

Warren Cott

Stirrabyr

South View

Hala

LB

Wright's Green

64.3m

Patch Cottage

Lay Fill Cottage

Wright's Green House

Wright's Green Cottage

Greenfields

Pond

63.7m

Path (um)

Ward

Pond

59.7m

DOOD'S LANE

56.4m

Persian Cottage

Rainford Gardens

Hillcrest Farm

Dood's Brook

Path (um)

Dood's Bridge

CARTER JONAS

Address and Type of Property
Ref: **32/7/2/28**
Land at Dingle Farm

USER Agriculture

Purpose of Valuation
Re-letting of an FBT

Present Details

Tenant: Reg 13

Term: 2 years
Commenced: 15 Sep 11
Expires: 14 Sep 11
Rent: reg. 12(5)(e)

Repairs liability: Tenant
Statement of rent record:

Area	**Valuation**
15.16ha 37.46a	Grass Land

The current rent equates to reg. 12(5)(e)

This is a strong rent in a market which has struggled due to increasing input costs.

We consider the letting value (for a further two year farm Business Tenancy Agreement) to be reg. 12(5)(e) and would propose these figures.

It is proposed that a new FBT Agreement be granted to Reg 13 from 15 September 2011 until 14 September 2013 at the same rent as 2009-2011.

Valuer's Signature Reg 13 **Date** 13.9.11
Reg 13

This return to be completed as necessary by LM and returned to
Valuer

I have studied your valuation and agree/~~disagree/wish to discuss~~

Reg 13

Comparables & Comments

For agricultural land of similar quality within the locality.

Reg 13

Our Ref: RSM/HCA
Your Ref:

The Occupier
Reg 13

Manor House
Nabbs Lane, Slaithwaite
Huddersfield HD7 5AU
T:
F: Reg 13

27 October 2009

Dear Sir/Madam

Homes and Communities Agency – ENCROACHMENT AT Reg 13 Reg 13

Following a Homes and Communities Agency estate inspection of the land at Lumb Brook Road, Warrington, it has been identified that several adjoining residential properties are encroaching onto the legal title owned by the HCA, as identified on the enclosed plan, outlined in red.

Should your property be encroaching, please ensure any encroachment or means of access to Homes and Communities Agency estate land is removed within one month of this letter. Failure to do so may result in more formal proceedings.

May I also remind all residents that there are NO PUBLIC RIGHTS OF WAY across this land. This includes dog walking and exercising. Your cooperation in this matter would be much appreciated.

Should you have any queries, please do not hesitate to contact me.

Yours sincerely

Reg 13
For and on behalf of Carter Jonas LLP

E: Reg 13 @carterjonas.co.uk
DD: Reg 13

Dingle Farm

Reg 13

From: Reg 13
Sent: 07 July 2010 09:38
To: Reg 13
Cc:
Subject: FW: Dingle Farm

HI Reg 13

You sent an email to Reg 13 on the 27th May suggesting fencing for the land Reg 13 tenants. See schedule of rates below from our term timber work's contractor, Baldwins . As the total of the work is more than reg. 12(5)(e) eg 13 feels that with the present economic restrains it would be inappropriate to carry out these recommendations!

Regards

Reg 13
Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Warrington
WA3 7QH
Web: www.homesandcommunities.co.uk

From: Reg 13
Sent: 05 July 2010 11:03
To: Reg 13
Subject: RE: Dingle Farm

Hi Reg 13

Please find the prices you requested

570 lm post and 4 strands of barbed wire bill item 4/2g (plain wire rate) £7.10 lm extra for barbed wire £0.96 lm
180 lm post and 2 strands of barbed wire bill item 4/2e (plain wire rate) £6.50 lm extra for barbed wire £0.48 lm
2No metal gates and posts bill item 4/6m £300.00 each
10 No straining posts bill item 4/2f £22.00 each

Hope this is ok for you
Many thanks
Reg 13

From: Reg 13 @hca.gsx.gov.uk]
Sent: 05 July 2010 09:35
To: Reg 13
Subject: Dingle Farm

Reg 13

Reg 13 at Carter Jonas has asked for prices for the following, as some of the spec. is probably not in the

NL410 (I've not got a copy !!) , can you price

570 lm post and 4 strands barbed

180 lm post and 2 strands barbed

2 no. 12 metal gate and posts

10 no. Strainers

Thanks

Reg 13

Reg 13

Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Warrington
WA3 7QH
Web: www.homesandcommunities.co.uk

Homes and Communities Agency

110 Buckingham Palace Road, London SW1W 9SA

Arpley House, 110 Birchwood Boulevard, Warrington WA3 7QH

Central Business Exchange II, 414 - 428 Midsummer Boulevard,

Central Milton Keynes, MK9 2EA (registered address for legal documents)

0300 1234 500

mail@homesandcommunities.co.uk

VAT no: 941 6200 50

Reg 13

From: Reg 13 @baldwinlandscaping.co.uk]
Sent: 05 July 2010 11:03
To: Reg 13
Subject: RE: Dingle Farm

Hi Reg 13

Please find the prices you requested

4594.20

570 lm post and 4 strands of barbed wire bill item 4/2g (plain wire rate) £7.10 lm extra for barbed wire £0.96 lm — 8.06
180 lm post and 2 strands of barbed wire bill item 4/2e (plain wire rate) £6.50 lm extra for barbed wire £0.48 lm — 6.98
2No metal gates and posts bill item 4/6m £300.00 each — 600.00
10 No straining posts bill item 4/2f £22.00 each — 220.00

256.40

Hope this is ok for you
Many thanks

Total Cost 7667.60

Reg 13

From: Reg 13 @hca.gsx.gov.uk]
Sent: 05 July 2010 09:35
To: Reg 13
Subject: Dingle Farm

Reg 13

Reg 13 at Carter Jonas has asked for prices for the following, as some of the spec. is probably not in the NL410 (I've not got a copy !!) , can you price

570 lm post and 4 strands barbed

180 lm post and 2 strands barbed

2 no. 12 metal gate and posts

10 no. Struts

Thanks

Reg 13

Reg 13
Homes and Communities Agency
Arpley House
110 Birchwood Boulevard
Warrington
WA3 7QH
Web: www.homesandcommunities.co.uk

Reg 13

Baldwins

Could you give an opinion. Thanks

Reg 13

Reg 13

From: Reg 13 @carterjonas.co.uk]
Sent: 27 May 2010 15:13
To: Reg 13
Subject: Wright's Green femcing plan
Attachments: Dingle Farm fencing 27.05.2010.pdf

Reg 13

Please find to follow a plan of the land at Dingle, which Reg 13 occupies. I would suggest four strands barbed wire for the external boundaries, with 2/3 strands for the boundaries adjacent to the hedge. Also, the fence would benefit being set a foot or so into the field on the boundary adjacent to the houses to stop access from the gardens, but also to stop the cattle leaning on their garden fences. If they eat their plants, it is at their own risk!

Reg 13

For and on behalf of Carter Jonas LLP
T:
M Reg 13

Carter Jonas LLP
Manor House
Nabbs Lane
Slaithwaite
Huddersfield HD7 5AU

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Address of Registered Office: 127 Mount Street, Mayfair, London. W1K 3NT

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30/7/2/38

Reg 13

From: Reg 13
Sent: 21 April 2010 15:24
To: Reg 13
Subject: RE: Flooding at Dingle Lane - Reg 13

Reg 13

We will do it.

Reg 13

Warrington
Reg 13

From: Reg 13 @carterjonas.co.uk]
Sent: 21 April 2010 13:27
To: Reg 13
Subject: Flooding at Dingle Lane - Reg 13

Reg 13

Following further investigations, it appears the field which requires the ditch cleaning out is Land at Dingle, currently occupied by Reg 13 You may recall having discussed this over the telephone whereby we thought it best for HCA to do the works in this instance. Is this still the case, or would you prefer to raise the issue with Reg 13

Kind regards

Reg 13

For and on behalf of Carter Jonas LLP
T:
M Reg 13

Carter Jonas LLP
Manor House
Nabbs Lane
Slaithwaite
Huddersfield HD7 5AU

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CARTER JONAS

Agreement Completion Form

Date	22nd January 2010
File Reference	32/7/2/28
Subject	Land at Dingle Farm
Tenant Name	Reg 13
Tenant Address	
Type of Property	Farm Business Tenancy
Size	15.16 h (37.46 acres)
Original Rental Valuation	
Rent per annum	reg. 12(5)(e)
Rent per acre	reg. 12(5)(e)
VAT	15%
Term Period	Commencing 15 September 2009 and expiring 14 September 2011
Repairing Liability	Tenant
Insurance	Tenant as applicable
This land is to be used for agricultural purposes only	
Signed... Reg 13 .....**Date**....22nd January 2010 **For and on behalf of Carter Jonas LLP**	
Reg 13 .....**Date**....26 JAN 2010	
Reg 13 .**Date**....27/1/10	

Reg 13

Approved
Head
Dat 27.1.10
N AMES/163

HCA file copy

32/7/2/28

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

LANDLORD: HOMES AND COMMUNITIES AGENCY
TENANT: Reg 13 [redacted]
HOLDING: LAND at Dingle Farm

110 Buckingham Palace Road
London
SW1W 9SA

Homes and Communities Agency

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PARTICULARS

Date	
The Landlord	Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA
The Tenant	Reg 13
The Holding	The property known as LAND at Dingle Farm extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan Ref No SXC81 615
The Term	A term starting on 15 September 2009 and expiring on 14 September 2011
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of agriculture, for the avoidance of doubt the Tenant shall not be permitted to allow horses to enter onto or graze the land.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the **"Landlord"**); and

(2) **The Tenant** named in the Particulars (the **"Tenant"**)

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the **"Act"**)

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any

buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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 without Landlord's written consent

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) 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

(f) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(g) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(h) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(i) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(j) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so on part or the whole of the holding.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed

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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

As indicated on the attached plan; outlined in red.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 **ACCESS**

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 in this Schedule and for all other reasonable purposes

7 **RIGHTS IN RESPECT OF SERVICE MEDIA**

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 **WAYLEAVE AGREEMENTS**

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

N/A

Schedule 5

Definitions and Interpretations

"Act" means the Agricultural Tenancies Act 1995

"Arable Area Payments Scheme" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"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 cross compliance requirements established in respect of the Single Payment Scheme

"Enactment" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"Entitlement" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"Holding" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"Holding Entitlements" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"IACS" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"Insurance Rent" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"Single Payment Scheme" means the Single Payment Scheme established under the Regulation and **"Single Payment"** shall be construed accordingly

"Term" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Tenant: Reg 13

in the presence of:..... Reg 13 .....(signature)

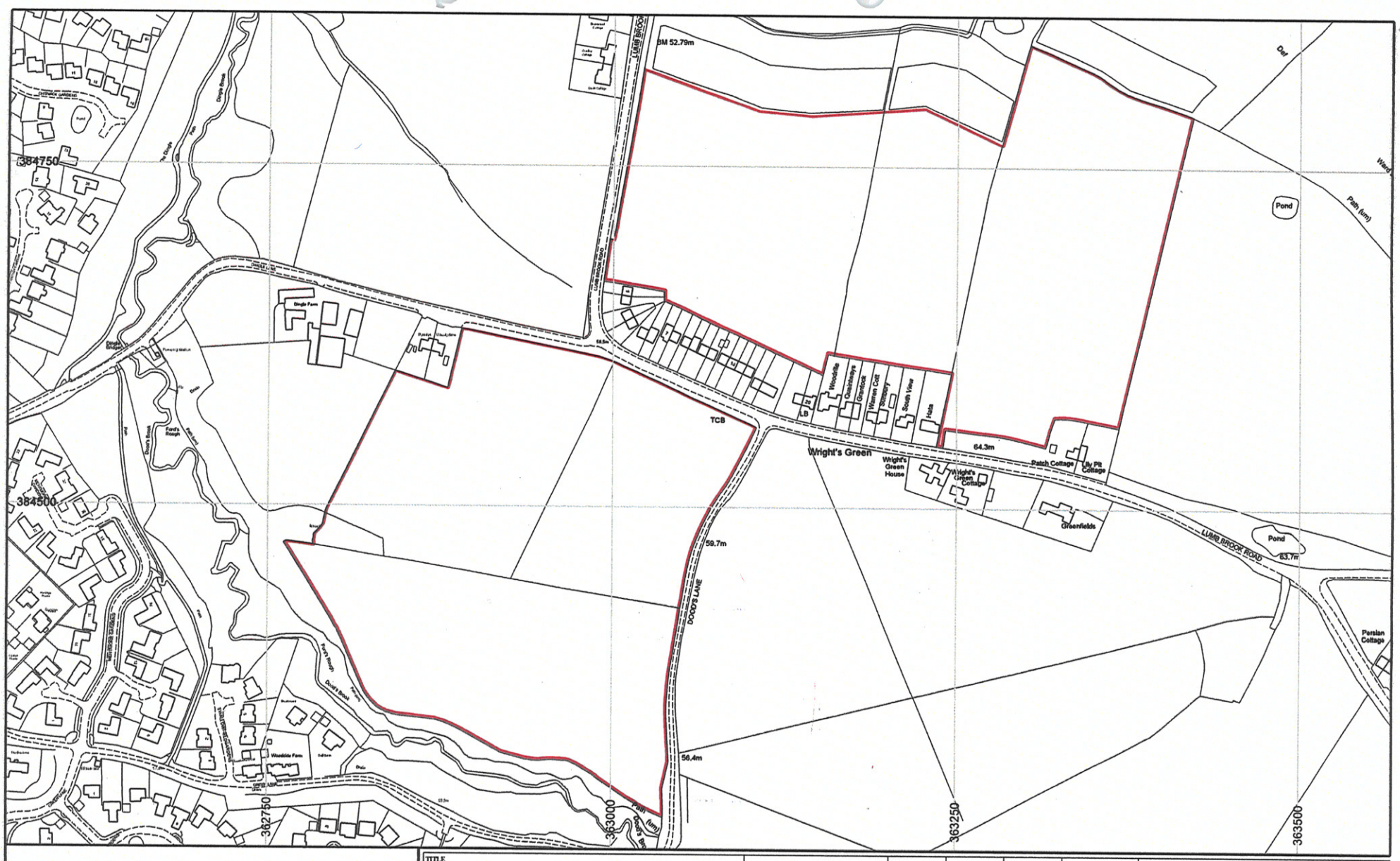
Witness Reg 13 ...(Full Name)

Address Reg 13

... Reg 13

...

Occupation Reg 13



TITLE	TM & PM STANSFIELD DINGLE FARM, LUMB BROOK ROAD, WARRINGTON
DRG NO.	SXC81_615
ITP NO.	
DATE	30/9/2008
SCALE	1:2,500
SIZE	A3

PURPOSE OF ISSUE	REV	DATE	INITIALS
Lease Ref. 615 15.192ha (approx. 37.540 acres)			

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English Partnerships
The National Regeneration Agency
Spatial Intelligence
Tel 01908 692692 - Fax: 01908 691333
Email - GIS@englishpartnerships.co.uk
www.englishpartnerships.co.uk

CARTER JONAS

Address and Type of Property
Ref: 32/7/2/28
Land at Dingle Farm

USER Agriculture

Purpose of Valuation
Re-letting of an FBT

Present Details

Tenant: Reg 13

Term: 2 years
Commenced: 15.09.07
Expires: 14.09.09
Rent: reg. 12(5)(e)

Repairs liability: Tenant
Statement of rent record:

Area	**Valuation**
15.16ha 37.46a	Land

The current rent equates to reg. 12(5)(e)

We consider the letting value (for a further two year farm Business Tenancy Agreement) to be reg. 12(5)(e) and would propose these figures.

It is proposed that a new FBT Agreement be granted to Reg 13 from 15 September 2009 until 14 September 2011 at an agreed new rent.

Valuer's Signatur Reg 13 **Date** 13.8.09.
Reg 13

This return to be completed as necessary by LM and returned to
Valuer

I have studied your valuation and agree/~~disagree/wish to discuss~~.

Reg 13

Comparables & Comments

For agricultural land of similar quality within the locality.

Homes and Communities Agency
6/12 MONTHLY INSPECTION

File Ref: 32/7/2/28

Title of Land: **Land at Dingle Farm (Stansfield)**

Type of Agreement: **FBT**

H & S Issues:

-

Encroachment/Integrity of Boundaries:

Boundaries ok, although probably not stockproof. No gates on land. Needs at least two.

Trespass/Unauthorised Use of Access:

Lots – see pics – needs action enforcing.

Tipping:

Some garden waste

Environmental Issues:

Presence of oil tank(s)?

Pigeons

Environmentally sound?

Compliance with Tenancy Agreements:

Reg 13

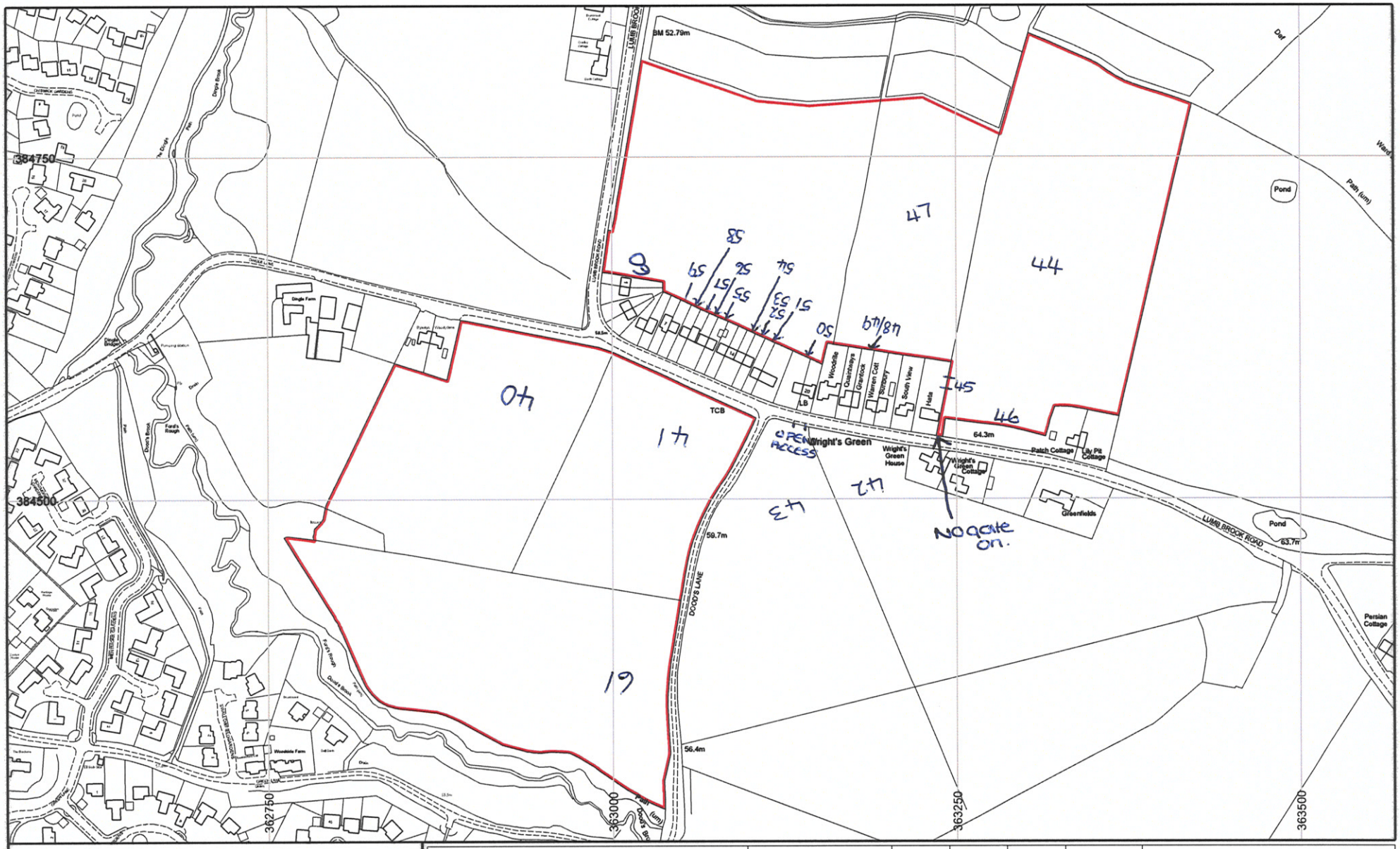
General Comments on Land Use:

Silage. Arable.

Photos: 40, 41, 44 - 61

Inspection Completed By: Reg 13 **Date: 24/7/09**

Inspection Report Checked: **Date:**



TITLE: TM & PM STANSFIELD, DINGLE FARM, LUMB BROOK ROAD, WARRINGTON				
DRG NO. SXC81_615	ITP NO.			
DATE 30/9/2008	SCALE 1:2,500	SIZE A3		

PURPOSE OF ISSUE	REV	DATE	INITIALS
Lease Ref. 615 15.192ha (approx. 37.540 acres)			

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English Partnerships
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Spatial Intelligence
Tel 01908 692692 - Fax: 01908 691333
Email - GIS@englishpartnerships.co.uk
www.englishpartnerships.co.uk

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

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LAND AT DINGLE FARM

CARTER JONAS

WR/L312

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

LANDLORD: HOMES AND COMMUNITIES AGENCY
TENANT: Reg 13
HOLDING: LAND at Dingle Farm

110 Buckingham Palace Road
London
SW1W 9SA

Homes and Communities Agency

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PARTICULARS

Date	2nd February 2010
The Landlord	Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA
The Tenant	Reg 13 [redacted]
The Holding	The property known as LAND at Dingle Farm extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan Ref No SXC81 615
The Term	A term starting on 15 September 2009 and expiring on 14 September 2011
Rent	reg. 12(5)(e) [redacted]
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of agriculture, for the avoidance of doubt the Tenant shall not be permitted to allow horses to enter onto or graze the land.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the **"Landlord"**); and

(2) **The Tenant** named in the Particulars (the **"Tenant"**)

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the **"Act"**)

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any

buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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 without Landlord's written consent

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) 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

(f) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(g) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(h) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(i) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(j) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 **Forfeiture**

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so on part or the whole of the holding.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed

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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

As indicated on the attached plan; outlined in red.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 **ACCESS**

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 in this Schedule and for all other reasonable purposes

7 **RIGHTS IN RESPECT OF SERVICE MEDIA**

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 **WAYLEAVE AGREEMENTS**

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

N/A

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"Interest" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"Interest Rate" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"Legal Obligation" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"Livestock Subsidy Schemes" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"Milk Quota" means the milk quota set out in the Particulars

"Particulars" means the particulars page set out at the beginning of this Agreement

"Quota" 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 or 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 otherwise) other than Entitlements and Milk Quota

"Regional Average Payment" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"Regulation" means Council Regulation (EC) No. 1782/2003

"Rent" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"Set-Aside" means set-aside within the requirements and meaning of the Single Payment Scheme

"Single Payment Scheme" means the Single Payment Scheme established under the Regulation and **"Single Payment"** shall be construed accordingly

"Term" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Tenant:... Reg 13

Reg 13

in the presence of: .....(signature)

Reg 13

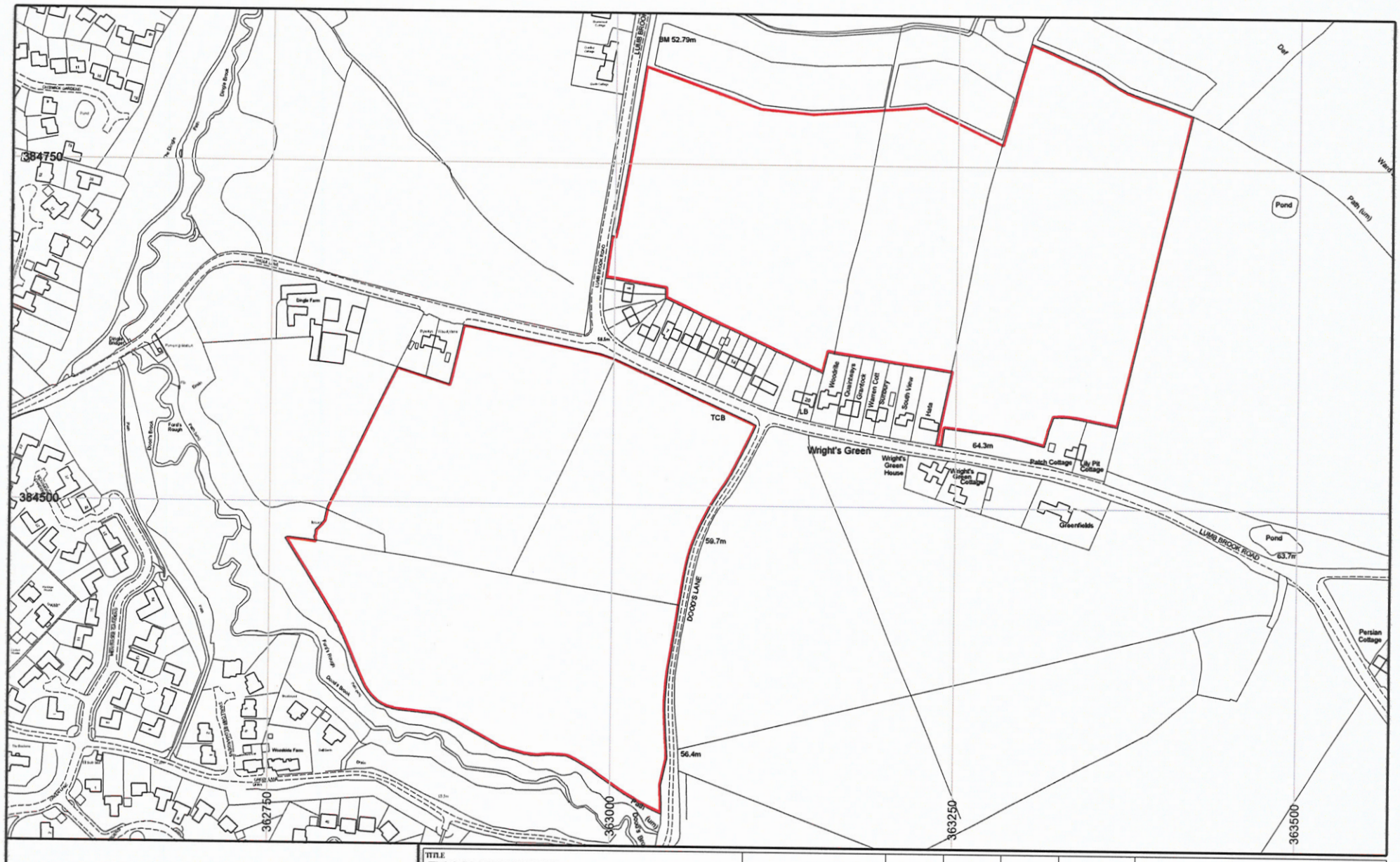
Witness .....(Full Name)

Address .. Reg 13

Reg 13

.....

Occupation . Reg 13



TITLE
TM & PM STANSFIELD
DINGLE FARM,
LUMB BROOK ROAD,
WARRINGTON

PURPOSE OF ISSUE	REV	DATE	INITIALS
Lease Ref. 615 15.192ha (approx. 37.540 acres)			

DRG NO. SXC81_615
ITP NO.
DATE 30/9/2008
SCALE 1:2,500
SIZE A3

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English Partnerships
The National Regeneration Agency
Spatial Intelligence
Tel 01908 692692 - Fax: 01908 691333
Email - GIS@englishpartnerships.co.uk
www.englishpartnerships.co.uk

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

LANDLORD:	COMMISSION FOR THE NEW TOWNS
TENANT:	Reg 13
HOLDING:	LAND AT DINGLE FARM APPLETON WARRINGTON

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

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PARTICULARS

Date	6th February 2008.
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of two years starting on 15 September 2007 and expiring on 14 September 2009
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 LETTING

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 TENANT'S AGREEMENTS

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 **ACCESS**

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 in this Schedule and for all other reasonable purposes

7 **RIGHTS IN RESPECT OF SERVICE MEDIA**

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 **WAYLEAVE AGREEMENTS**

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Landlord)
in the presence of:)

Reg 13

Reg 13

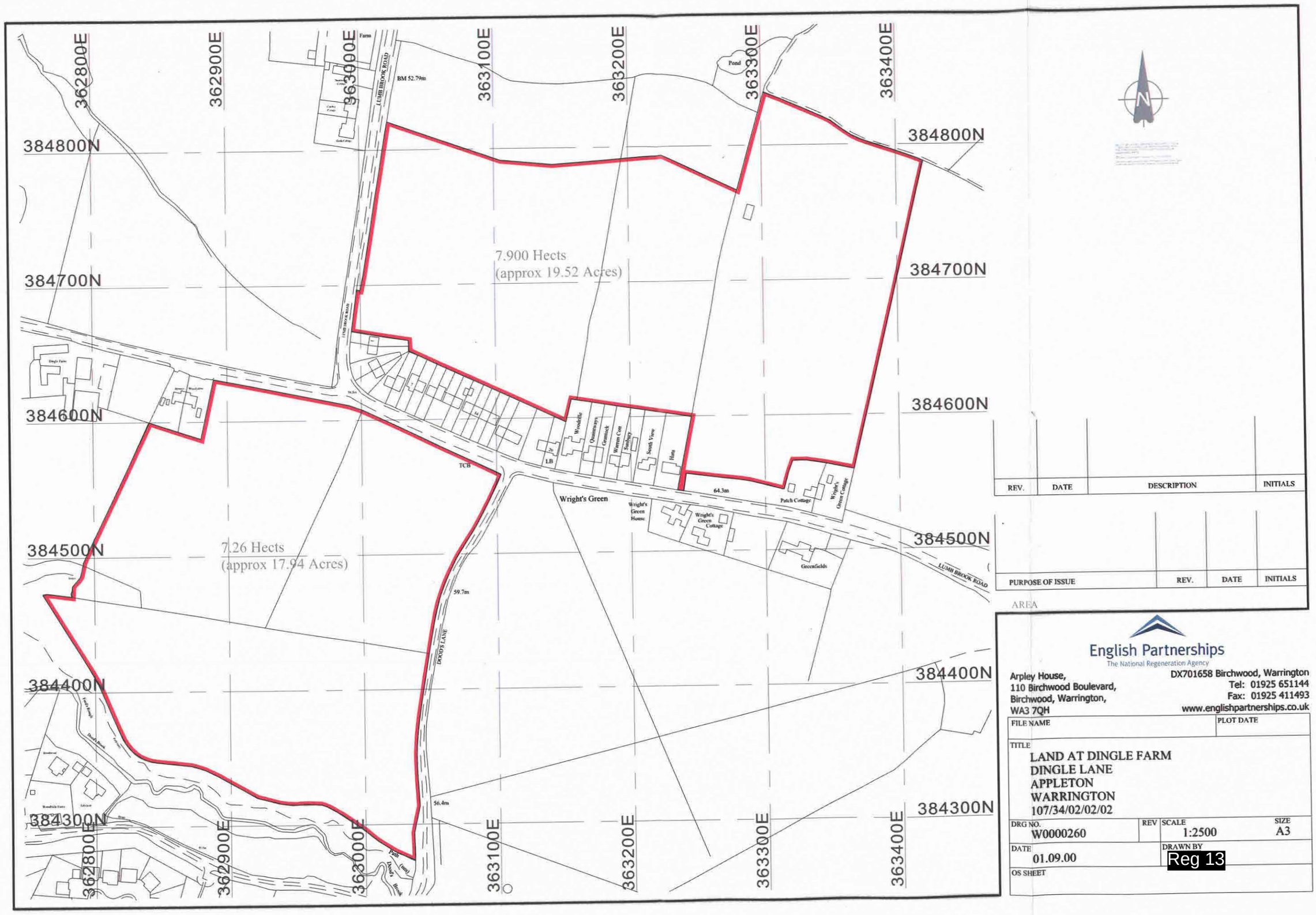
Witnes

Addres

Reg 13

Occupation

Reg 13



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS
AREA			

English Partnerships
The National Regeneration Agency

Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH

DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME		PLOT DATE	
TITLE: LAND AT DINGLE FARM DINGLE LANE APPLETON WARRINGTON 107/34/02/02/02			
DRG NO. W0000260	REV	SCALE 1:2500	SIZE A3
DATE 01.09.00		DRAWN BY Reg 13	
OS SHEET			

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

LANDLORD: THE COMMISSION FOR NEW TOWNS
TENANT: Reg 13
HOLDING: LAND AT DINGLE FARM APPLETON WARRINGTON

Central Business Exchange
414-428 Midsummer Boulevard
Milton Keynes
MK9 2EA

Commission for the New Towns

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PARTICULARS

Date	11th July 2007
The Landlord	Commission for the New Towns of Central Business Exchange, 414-428 Midsummer Boulevard, Milton Keynes, MK9 2EA (carrying on business as English Partnerships)
The Tenant	Reg 13
The Holding	The property known as Land at Dingle Farm Appleton Warrington in the County of Cheshire extending to approximately 15.16 hectares (37.46 acres) shown for identification purposes only edged in red on the attached plan ref W0000260.
The Term	A term of one year starting on 1 September 2006 and expiring on 31 August 2007.
Rent	reg. 12(5)(e)
Interest Rate	4% above the base rate of Barclays Bank Plc
Permitted Purpose	The trade or business of livestock breeding and rearing.

THIS FARM BUSINESS TENANCY AGREEMENT is made on the Date set out in the Particulars

BETWEEN:

(1) **The Landlord** named in the Particulars (the "**Landlord**"); and

(2) **The Tenant** named in the Particulars (the "**Tenant**")

IT IS AGREED as follows:

1 **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement except where specifically defined in Schedule 5 the words and phrases used have the meaning assigned to them by the Agricultural Tenancies Act 1995 (the "**Act**")

2 **LETTING**

2.1 The Landlord lets the Holding to the Tenant for the Term TOGETHER WITH the rights set out in 0 SUBJECT TO existing rights and other matters affecting the Holding during the Term and EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 THE TENANT PAYING by way of rent:

(a) the Rent

(b) the Insurance Rent

(c) Interest on all monies payable by the Tenant to the Landlord under this Agreement where they are not paid by the Tenant within seven days of the due date for payment for the period from the due date to the date of actual payment

3 **TENANT'S AGREEMENTS**

3.1 The Tenant agrees with the Landlord:

(a) Rent

To pay the Rent and the Insurance Rent on the days and in the manner required by this Agreement and in default thereof to pay Interest thereon at the Interest Rate

(b) Outgoings

To pay all rates taxes and outgoings whatever relating to the Holding during the Term (except tax payable by the Landlord on the rents received)

(c) Maintenance

(i) To keep the farmhouse cottages buildings and fixed equipment (if any) on the Holding in no worse state of repair order and condition than that in which they are at the date of this Agreement [as evidenced by the attached Schedule of Condition]

(ii) To keep all ditches and drains clean and free from obstructions

(iii) To keep all fences hedges and gates in proper stockproof condition

(iv) Not to remove or alter any fence hedge or other boundary on the Holding

(d) Use and Management of the Holding

(i) Throughout the Term to use and farm the Holding or part of it for the purposes of a trade or business

(ii) Subject to3.1 (d) (iii) to use and farm the Holding for agricultural purposes only

(iii) Without prejudice to sub-clause 3.1 (d) (ii) not at any time during the Term to use the Holding other than for the Permitted Purpose set out in the Particulars

(iv) To farm and cultivate [the part of] the Holding [used for agriculture] in accordance with the rules of good husbandry as defined in the Agriculture Act 1947, Section 11 and in particular but without prejudice to the generality of the foregoing to farm and cultivate the Holding so as to maintain and enhance the fertility of the soil and effectively to control vermin pests and diseases whether in on or under the Holding or in or about any buildings and to use his best endeavours to control and destroy harmful or injurious weeds on the Holding

(v) Not to deposit or allow to be deposited any refuse waste sewage sludge redundant material or redundant machinery of any kind on the Holding

(vi) Not to allow anything to be done on the Holding which might cause the pollution of any watercourse or any supply of water

(vii) Not without the Landlord's written consent to enter into any grant scheme (excluding the Single Payment Scheme) management agreement or any arrangements under which the use and/or management of the Holding is in any way restricted.

(viii) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Holding or any part thereof or do or suffer to be done thereon anything which in the opinion of the Landlord may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining or neighbouring land

(ix) Upon request to supply a copy to the Landlord of any IACS Form submitted during the Term in respect of the Holding and all other returns or forms which the Tenant is required to make or complete pursuant to any Enactment or as part of an application for any type or grant or subsidy

(x) To permit the Landlord to enter the Holding or any part on giving to the Tenant reasonable notice (save in the event of an emergency)

(xi) Not to contravene any legislation as may from time to time be in force intended to prevent or control pollution or to protect the environment and to comply with all such statutory or regulatory requirements as may from time to time be in force and to use his best endeavours to prevent the pollution of rivers watercourses and water supplies

(xii) To notify the Landlord in writing immediately of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Holding

(xiii) 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

(xiv) To return to the Holding the full equivalent manurial value of any grasses clover or forage plants whether green or conserved and any fodder straw roots or other produce of the Holding sold or removed from it at any time prior to the last year of the Term

(xv) To spread annually on the Holding all farmyard manure slurry and compost produced and made on the Holding and at the termination of the Term to leave carefully stored all such farmyard manure slurry and compost not already spread

(xvi) Not to cut down top lop or drive nails into or otherwise injure any trees growing on the Holding and to protect all trees from damage by animals and to give written notice to the Landlord of any dead or dangerous trees on the Holding

(xvii) Not to carry out or permit or suffer any person to carry out any works of demolition or removal upon nor break up the surface of the ground of any part of the Holding which at the date hereof is an ancient monument or comprises the site of an ancient monument whether or not the same is designated under Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979

(A) To prevent access or damage occurring to any such site or monument as is referred to in Paragraph 3.1(d)(xvii) above howsoever occurring

(B) Not to use or permit the use of metal detectors on the Holding or to permit searching on the Holding for buried objects or artefacts save with the Consent of the Landlord

(C) To hand to the Landlord all objects of historical interest or value or of geological or paleontological interest or value discovered on the Holding whether or not such discovery is made by the Tenant PROVIDED THAT the Landlord agrees to pay to the Tenant one half of any reward received by the Landlord on any article object or artefact which is determined to constitute treasure trove by a Coroner's Jury

(xviii) Not to put any part of the Holding down to permanent crops forest or use [any] part of the Holding for non-agricultural purposes

(xix) 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 the owners or occupiers of any adjoining land to indemnify the Landlord against any claim by third parties in respect of any breach of this clause.

(e) Alienation

Not to assign sublet part with or share possession or occupation of the Holding or any part of it

(f) IACS and Single Payment Scheme

(i) To keep proper records of all Entitlements under the Single Payment Scheme allocated to the Tenant (or otherwise available for the Tenant's use and benefit) the use of all such Entitlements and any reductions or transfers (whether temporary or permanent) of such Entitlements and to permit the Landlord or the Landlord's agent to inspect and take copies of such records

(ii) Not [without the Landlord's prior written consent] to set-aside any part of the Holding for more than one calendar year

(iii) Not [without the Landlord's prior written consent] to set-aside more of the Holding than the minimum required as a condition of an application under the Single Payment Scheme in respect of the Holding only and disregarding any other land

(iv) To comply with the further provisions in respect of the Single Payment Scheme set out in Schedule 3Part A

(g) Alteration of Buildings

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 make any other improvements to the Holding without the prior written consent of the Landlord

(h) Legislation

(i) At all times immediately upon receipt of any notice order direction or other matter whatever affecting or likely to affect the Holding to produce for the Landlord's inspection and to permit the Landlord to take a copy

(ii) To comply immediately with and give sufficient effect to every notice direction or other matter whatever affecting or likely to affect the Holding served or made by a competent authority

(iii) Fully to comply with all Legal Obligations relating to the Holding and to keep the Landlord effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening any Legal Obligation

(i) Yield Up

(i) On termination of this Agreement to yield up the Holding to the Landlord with vacant possession in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's agreements in this Agreement

(ii) Immediately before termination of this Agreement if and to the extent required by the Landlord to reinstate all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the Term

4 LANDLORD'S AGREEMENTS

4.1 The Landlord agrees with the Tenant:

(a) Insurance

To insure the buildings and fixed equipment (if any) on the Holding in a sum equal to the full reinstatement value determined by the Landlord against loss or damage by fire and all other risks that the Landlord shall decide and to carry out all works of repair or replacement necessary to make good the loss or damage provided that the loss or damage shall not be due to the wilful negligence or default of the Tenant or any servant agent or licensee of the Tenant

(b) 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 MUTUAL AGREEMENTS

5.1 Forfeiture

(a) Without prejudice to any other rights of the Landlord if:

(i) the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not) or

(ii) any of the Tenant's agreements in this Agreement are not performed or observed or

(iii) the Tenant:

(A) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors or

(B) is the subject of any judgment or order made against him which is not complied with within seven days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue or

(C) is the subject of a bankruptcy petition or bankruptcy order or

(D) is the subject of an application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 or

(E) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 Insolvency Act 1986

(iv) any event occurs or proceedings are taken with respect to the Tenant in any jurisdiction to which he is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1(a)(iii)

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Holding whereupon the tenancy granted by this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Agreement

(b) If the Tenant is a company the Landlord shall also be entitled to re-enter the Holding in accordance with clause 5.1(a) above if:

(i) the company is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or

(ii) an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or

(iii) the company stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or

(iv) the company without the prior consent in writing of the Landlord ceases or threatens to cease to carry on its business in the normal course

5.2 **Consent to Cultivation in the Last Year**

The Landlord hereby gives his consent to the Tenant farming and cultivating the Holding and to produce a crop in the last year of the tenancy in accordance with a cropping schedule to be agreed in advance [if requested] with the Landlord

5.3 **The Single Payment Scheme and other Quotas**

The provision of Schedule 3 shall apply in respect of the Single Payment Scheme and Quota [and Milk Quota]

5.4 **Tenant's Fixtures and Buildings**

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

5.5 **Break Clause**

The Landlord shall have the right to terminate this Agreement by serving on the Tenant not less than one months prior written notice of his intention to do so.

5.6 **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 the same shall be determined by an independent expert who shall be appointed on the joint written application of both parties or in default of agreement may be appointed 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

5.7 **Nature of Tenancy**

The Tenancy granted by this Agreement is and is intended to be a Farm Business Tenancy

5.8 **Whole Agreement**

This Agreement contains the whole agreement between the Landlord and the Tenant concerning the Holding

5.9 **Notices**

(a) 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 at the commencement of this Agreement

(b) Notices or other documents required or authorised to be given under the Act may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Act

5.10 **Contracts (Rights of Third Parties) Act 1999**

The parties do not intend that any term of this Tenancy 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

5.11 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Holding

15.16 hectares (37.46 acres) Land at Dingle Farm Appleton Warrington shown edged red on the attached plan.

Rights Granted to the Tenant

N/A

Schedule 2

Rights Excepted and Reserved to the Landlord

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 Holding of a kind ordinarily worked or removed by underground or surface working with power to the Landlord and all persons authorised by him to enter on the Holding to search for win dress and make merchantable and carry them away from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding and to execute all incidental works including the right to let down the surface of the land the Tenant being paid reasonable compensation for all damage caused by the exercise of such power

2 **WATER RESOURCES**

The right for the Landlord and all persons authorised by him to enter the Holding and (subject to the provisions of the Water Resources Act 1991) to take water from any stream spring or other source of supply on the Holding by means of pipes or otherwise howsoever provided sufficient water is left for the Tenant for the Permitted Purpose

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 person with the right to authorise servants and agents of such parties with or without vehicles machinery and plant to enter upon the Holding and carry out their works (subject to the payment of reasonable compensation for damage provided a claim in writing is made by the Tenant to the Landlord 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 Landlord and all persons authorised by him to enter upon the Holding in order to mark fell cut and carry them away and to replant them and to cart them from the Holding and from neighbouring land over any roadways on the Holding or over any other part of the Holding without making any payment to the Tenant for the 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 Landlord and all persons authorised by him to go upon the Holding

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

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

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

6 ACCESS

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 in this Schedule and for all other reasonable purposes

7 RIGHTS IN RESPECT OF SERVICE MEDIA

Without prejudice to the generality of paragraph 3 above the right to run pipes drains conduits cables wires or other works (either already existing or any new ones) for the benefit of the Landlord's neighbouring land and the right to carry out works for the benefit of any other part of such land the Tenant 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 Holding whether by the Landlord or any other party in respect of other property of the Landlord

9 WAYLEAVE AGREEMENTS

The benefit of all wayleave agreements entered into by the Landlord 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 Holding at the Landlord's cost anything required to be done under them by the Landlord

Schedule 3

Part A - The Single Payment Scheme And Other Quotas

Where the Tenant is to be obliged to transfer the Holding Entitlements to the Landlord at the end of the Tenancy, but receive compensation

1 In the first year of the Single Payment Scheme the Tenant shall apply for the allocation of Entitlements in respect of the maximum eligible area of the Holding for the purposes of Article 44(2) of the Regulation

1.1 The Tenant shall:-

(a) Maintain the number and value of the Holding Entitlements throughout the Term

(b) Not lease or charge or otherwise dispose of his interest in the Holding Entitlements during the Term

(c) Not apply to the National Reserve for Entitlements

1.2 The obligation set out in paragraph 1.1(a) shall not apply to any reductions imposed by any Authority save to the extent that any reductions imposed as a result of the default or neglect of the Tenant

1.3 Upon termination of the Tenancy the Tenant shall permanently transfer the Holding Entitlements to the Landlord (or as the Landlord shall direct)

1.4 Upon termination of a part of the Tenancy the Tenant shall permanently transfer to the Landlord (or as the Landlord shall direct) such proportion of the Holding Entitlements as the number of eligible hectares within that part bears to the total number of eligible hectares within the Holding

1.5 On transfer of the Holding Entitlements to the Landlord in accordance with paragraphs 1.3 and 1.4 the Landlord shall pay the Tenant compensation equal to the difference at the date of termination between the open market value of the Holding Entitlements as transferred and the open market value of [the same number of] Entitlements carrying with them no right to receive any element of the Single Payment by reference to the historic claims element under the Single Payment Scheme

1.6 If for any reason the calculation under paragraph 1.5 is impossible or impracticable the Landlord shall pay the Tenant compensation equal to the increase in value of the Holding as land comprised within a tenancy at the end of the Term which is attributable to the right to receive the historic element of the Single Payment referable to the Holding Entitlements

1.7 The amount of the compensation to be paid to the Tenant pursuant to paragraphs 1.5 or 1.6 shall be agreed between the parties or in default of agreement within one month of the termination of the Tenancy shall be determined in accordance with clause 5.6 of this Agreement

1.8 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Single Payment Scheme does not fall below the area established as eligible in the first year of the Single Payment Scheme pursuant to paragraph 1

Part B– Milk Quota

(a) N/A

Part C - Other Quota

1 The Tenant shall:

1.1 Not do or omit to do anything which might prejudice the allocation of Quota to the Landlord or any previous or future occupier of the Holding or any part of it

1.2 Take all necessary steps to maximise the allocation of any Quota to the Tenant during the Term which relates to or derives from his occupation of the Holding or any part of it

1.3 On termination of the Tenancy take all necessary steps to effect the transfer of such Quota to the Landlord or as the Landlord shall direct

1.4 Make no claim in respect of Quota allocated or transferred to the Landlord or any previous or future occupier of the Holding or any part of it

Schedule 4

Tenant's Fixtures and Buildings

Schedule 5

Definitions and Interpretations

"**Act**" means the Agricultural Tenancies Act 1995

"**Arable Area Payments Scheme**" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1996

"**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 cross compliance requirements established in respect of the Single Payment Scheme

"**Enactment**" means:

1 any Act of Parliament or

2 any European Community Legislation or decree having effect of law in the United Kingdom

"**Entitlement**" means a payment entitlement within the meaning of Chapter 3 of Title III of the Regulation

"**Holding**" means the land (including all buildings and fixed equipment thereon) set out in the Particulars as more fully described in Schedule 1

"**Holding Entitlements**" means the Entitlements allocated to the Tenant or otherwise available for his use and benefit by reason of his occupation of the Holding and any Set-Aside Entitlements and authorisation applicable to such Entitlements as defined in Article 60 of the Regulation

"**IACS**" means the Integrated Administration and Control System run in conjunction with the Single Payment Scheme

"**Insurance Rent**" means the amount paid by the Landlord (including any excess sums) from time to time during the Term in discharging premiums and other outgoings for fire insurance and other risks or insurances contained or referred to 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 premium or premiums due

"**Interest**" means interest at the Interest Rate on any sums due from the Tenant to the Landlord not paid within seven days of falling due for the period from the due date to the date of actual payment

"**Interest Rate**" means the percentage rate above the base lending rate from time to time of the bank specified in the Particulars or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such alternative rate as the Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Holding or its use

"**Livestock Subsidy Schemes**" means the Beef Special Premium Scheme the Suckler Cow Premium Scheme the Sheep Annual Premium Scheme the Slaughter Premium Scheme and the Hill Farm Allowance Scheme

"**Milk Quota**" means the milk quota set out in the Particulars

"**Particulars**" means the particulars page set out at the beginning of this Agreement

"**Quota**" 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 or 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 otherwise) other than Entitlements and Milk Quota

"**Regional Average Payment**" means that part of the Single Payment to be made other than that based on claims history under the Single Payment Scheme

"**Regulation**" means Council Regulation (EC) No. 1782/2003

"**Rent**" means the sums of rent set out in the Particulars payable by the instalments set out in the Particulars

"**Set-Aside**" means set-aside within the requirements and meaning of the Single Payment Scheme

"**Single Payment Scheme**" means the Single Payment Scheme established under the Regulation and "**Single Payment**" shall be construed accordingly

"**Term**" means the term of the tenancy granted by this Agreement which commences on the date set out in the Particulars (from which date the Tenant is entitled to possession of the Holding) and expires on the date set out in the Particulars

In this Agreement unless the context otherwise requires:

3 words importing any gender include every gender

4 words importing the singular number include the plural number and vice versa

5 words importing persons include firms companies and corporations and vice versa

6 references to numbered Clauses and Schedules are references to the relevant Clause in or Schedule to this Agreement

7 reference in any Schedule to numbered paragraphs relate to the numbered paragraphs of the Schedule to this Agreement

8 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation

9 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done

10 where any party agrees to do something they shall be deemed to fulfil that obligation if they procure that it is done

11 the headings to the Clauses Schedules and paragraphs of this Agreement shall not affect the interpretation

12 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 the sum in question at the time when the sum in question is due to be paid

13 any reference to an Enactment includes the reference to that Enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Enactment

SIGNED by the Tenant)
in the presence of:)

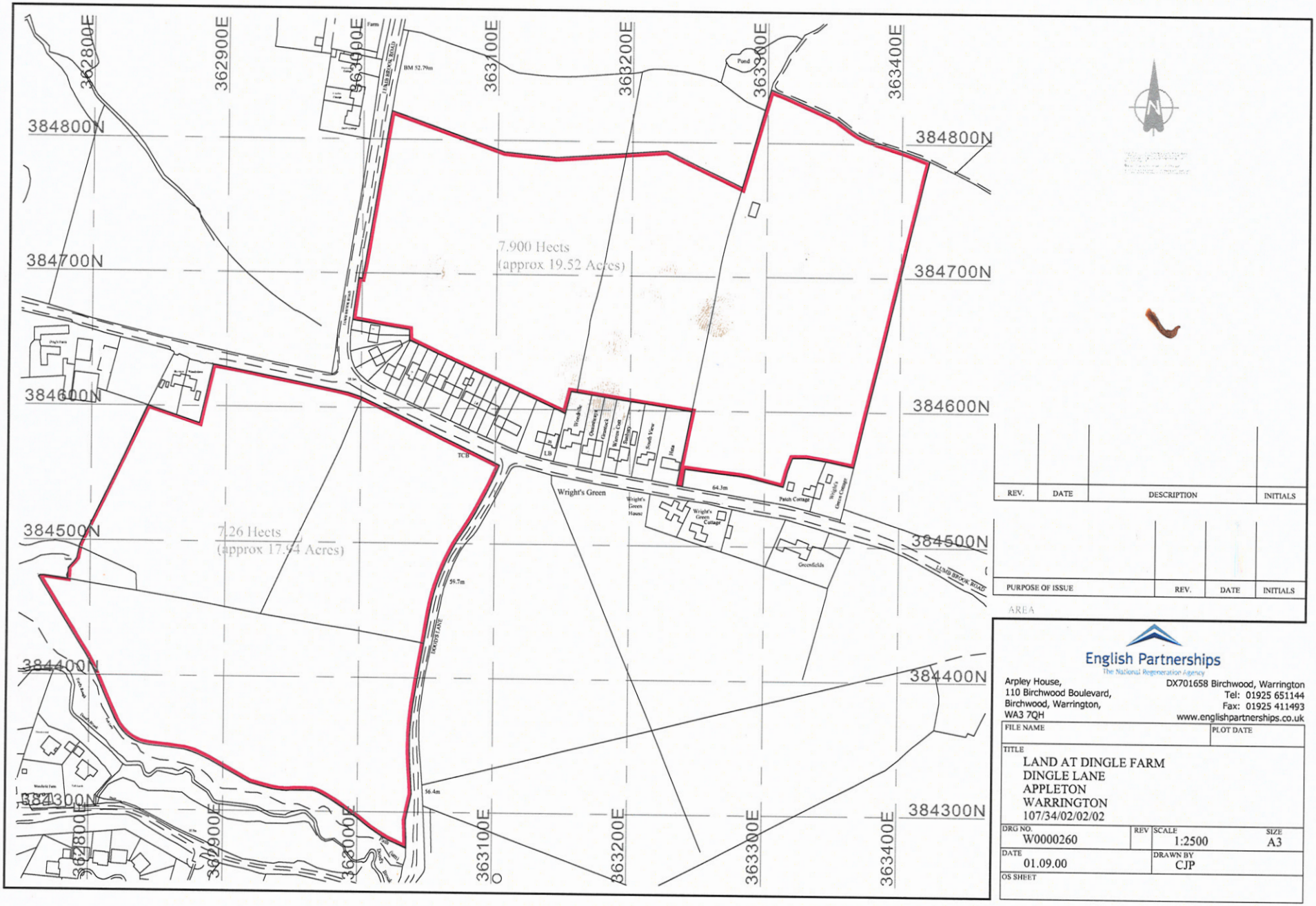
Reg 13

Witness ..Reg 13

Address ..

Reg 13

Occupation ..Reg 13



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

AREA

English Partnerships
The National Regeneration Agency

Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH

DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE

LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	CJP

OS SHEET

DATED 1ST NOVEMBER **2002**

COMMISSION FOR THE NEW TOWNS

to

Reg 13 [redacted]

TENANCY AGREEMENT
relating to
Land at Dingle Farm, Warrington
(short form - 2 years or less)

(Bare Land)

THIS AGREEMENT is made the 1st day of NOVEMBER Two thousand and Two

BETWEEN:

(1) **The COMMISSION FOR THE NEW TOWNS** (a body corporate subsisting under the provisions of the New Towns Act 1981 (as amended)and now known as English Partnerships)) whose principal office is situate at 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA (hereinafter called Athe **Landlord**); and

(2) Reg 13 [redacted]

WHEREBY IT IS AGREED as follows:

1 **Demise**

The Landlord agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land containing an area of 15.16 hectares (34.46 acres) or thereabouts which is situate at Dingle Farm, Appleton in the County of Cheshire and which for the purposes of identification only is shown edged red on the drawing numbered W0000260 annexed hereto (such land being hereinafter called "the Holding") together with the right (so far as the Landlord can grant the same and in common with all others entitled thereto) to pass and repass with or without vehicles and animals to and from the Holding for all purposes connected with the permitted use of the Holding but not for any other purpose for a term commencing on the first day of October Two thousand and Two and expiring on the twenty ninth day of September Two thousand and Three SUBJECT as hereinafter provided and to all rights (whether public or private) wayleaves easements quasi privileges liberties rights and advantages belonging to or usually enjoyed with any adjoining or neighbouring property or otherwise affecting the Holding or any part or parts thereof

2 **Rent**

reg. 12(5)(e)

3 **Exceptions and reservations**

There shall be excepted and reserved to the Landlord and all (if any) others entitled thereto

3.1 Timber etc

all timber timber-like trees tellers pollards saplings and underwood (other than fruit trees) with power for the Landlord its agents workmen and others to mark fell cut and remove all or any of them doing as little damage as possible and paying to the Tenant reasonable compensation for any damage suffered by him in consequence of the exercise of such power

3.2 Springs etc

all (if any) springs wells ponds streams and watercourses with all fish in them with power for the Landlord and all persons authorised by it (subject to sufficient water being left for the Tenant for agricultural purposes) to take and carry away water from them by means of pipes or otherwise and to fish in those waters

3.3 Game

all game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all

wildfowl hares and rabbits with the exclusive right subject as above for the Landlord and all persons authorised by it to preserve the game and to hunt course shoot and sport on the Holding

3.4 Rights of way

all rights of way (if any) which up to and including the date of this Agreement have been used or enjoyed across any part of the Holding whether by the Landlord or its tenants in respect of other property of the Landlord or otherwise howsoever

3.5 Existing Wayleave contracts

the benefit of all wayleave contracts existing at the date of this Agreement and all rents and other money payable under such contracts and the power to carry out on the Holding anything required to be done under such contracts

3.6 Future Wayleave contracts

the right to grant during the continuance of the tenancy any wayleave contract easement or licence to any authority company or person and to reserve for the benefit of the Landlord any rents or other money payable thereunder together with power for such authority company or person or the Landlord with or without vehicles machinery and plant to enter on the Holding and carry out at the Landlord's cost anything required to be done thereunder

3.7 Right of entry

the right for the Landlord and all persons authorised by it with all necessary machinery equipment vehicles and horses to enter upon any part of the Holding for the purpose of exercising any of the rights excepted and reserved by this Agreement and for the purpose of inspecting the state user and condition of the Holding or any neighbouring land of the Landlord and for the purpose of making any necessary tests (including drilling) planting trees and making any other improvement on the

Holding or on such neighbouring land or for felling and removing timber from such neighbouring land PROVIDED that the Landlord shall make reasonable compensation to the Tenant for any damage to crops arising in consequence of the exercise of the rights reserved by this Clause 3.7 but shall not be liable to pay any other compensation whatsoever in relation to or as a result of the exercise of such rights

3.8 Possession on short notice

the right to recover possession in accordance with the provisions of Clause 6 hereinafter appearing

4 **Tenant's agreements**

The Tenant agrees with the Landlord:

4.1 To pay rent

to pay the rent on the days and in the manner specified above

4.2 To pay rates etc

to pay all rates taxes and outgoings whatever (including Value Added Tax) now or at any time during the said term payable in respect of the said land or by the owner tenant or occupier thereof or in respect of any rent or other payments arising under or payable in respect of this Agreement except corporation tax payable by the Landlord in respect of such rent or other payments

4.3 To repair etc

4.3.1 to keep all ditches and drains clean and free from obstruction and in a condition no worse than that in which they are at the commencement of this Agreement

4.3.2 to keep all fences gates and hedges reasonably cut back and stockproof and to keep such things and all other items belonging to the Landlord on over or under the Holding in a condition no worse than that in which they are in at the commencement of this Agreement

4.3.3 To keep all fences hedges and gates in proper stockproof condition

4.3.4 Not to alter or remove any fence hedge or other boundary on the Holding

4.4 Not to make alterations etc

not to damage alter or make any addition to any existing building nor to erect any new building or other item of fixed equipment or make any other improvements to the Holding

4.5 To farm in accordance with rules of good husbandry

to farm in a good and husbandlike manner in accordance with Section 11 of the Agriculture Act 1947 and so as not to impoverish or deteriorate the Holding

4.6 To take action against weeds

to take all reasonable steps to prevent weeds from going to seed on the Holding and every part thereof and to take all reasonable steps to control and destroy all harmful or injurious weeds thereon

4.7 Not to break up pasture

not to break up or convert into arable any part of the Holding used as meadow or pasture

4.8 User

at all times to use and farm the Holding solely for the trade or business of grazing livestock owned by the Tenant or for mowing or the growing of arable crops

4.9 Not to sell of Hay etc

not to mow the grasslands excessively during the tenancy

4.10 Not to commit nuisance etc

not to do or permit or suffer to be done on in or under the Holding or any part or parts thereof anything which may be or become a danger nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners tenants licensees or occupiers of any adjoining or neighbouring property or to members of the public generally

4.11 To effect appropriate insurances and indemnify the Landlord

4.11.1 to keep all crops and live and dead stock on the Holding insured with an approved insurance company to their full value against damage by fire and in the event of destruction by fire of harvested crops grown on the Holding for consumption on it to return to the Holding without compensation the full equivalent manurial value of such destroyed crops in so far as its return is required for the fulfilment of the Tenant's responsibilities to farm in accordance with the rules of good husbandry

4.11.2 to indemnify and keep indemnified the Landlord against all actions claims proceedings costs demands expenses and liabilities arising in any way out of the use and occupation of the Holding or any part or parts thereof by the Tenant his servants agents contractors and others and to effect and maintain adequate insurance in relation thereto to the reasonable satisfaction of the Landlord

4.12 Not to assign etc

not to assign underlet or part with or share possession or occupation of the Holding or any part of it

4.13 Not to use for non-agricultural use

not to use the Holding or any part of it or permit or suffer the same to be used for any use other than agriculture and in particular but without prejudice to the foregoing words not to permit or suffer camping or the parking of any caravan or mobile home on any part of the Holding or the erection of any notice or advertisement on the Holding or any part thereof

4.14 IACS

4.14.1 not to set aside more of the Holding than the minimum required as a condition of an application for Arable Area Payments under the Arable Area Payment Scheme in respect of crops grown on the Holding only and not on any other land

4.14.2 not to set aside any part of the Holding other than under the Arable Area Payments Scheme and on a basis to be first agreed with the Landlord and not to import onto the Holding any set-aside obligations

4.14.3 for the purposes of this clause "IACS" means the Integrated Administration and Control System set down in the Integrated Administration and Control Regulations 1993 "Arable Area Payments Scheme" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1994 and "Arable Area Payments" shall be construed accordingly

4.15 Quotas

4.15.1 to preserve the benefit of any Quota transferred to or made available to the Tenant at the commencement of the tenancy created by this agreement as the occupier for the time being of the Holding

4.15.2 on termination of the tenancy created by this agreement to transfer the benefit of the Quota or make the Quota available to the Landlord or to any incoming occupier (as appropriate)

4.15.3 for the purposes of this clause "Quota" 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 or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use (other than milk quota) which is now or at any time in the future may be allocated transferred or made available to the Tenant in respect of the Holding

4.16 Milk Quota

to observe and perform the provisions of the Second Schedule to this agreement in relation to Milk Quota

4.17 Pests

to take all reasonable and practicable steps to keep the Holding free from infestation by insects other pests and to destroy rabbits moles rats and other vermin and spread mole-hills and ant hills on the Holding

4.18 Not to dig or remove stone etc

not to dig or take away or sell any stone gravel earth sand clay turf or peat from the Holding without the previous consent in writing of the Landlord or its agents

4.19 Waste

not to permit or suffer any waste or cut down or lop or drive nails into or otherwise injure any tree growing on the Holding and to protect all trees from damage by cattle or otherwise howsoever

4.20 Game

to preserve game wild-fowl woodcock snipe and other wild birds included in the Second Schedule to the Wildlife and Countryside Act 1981 or any statutory modification or re-enactment thereof for the time being in force (including their nests and eggs) and fish and to ward off unauthorised persons from molesting or destroying them or trespassing on any part of the Holding for that purpose and to give notice to the Landlord of anyone so offending or trespassing and otherwise to preserve the Landlord's interest reserved by Clause 3.3 above

4.21 Repair of Tracks

to pay a fair proportion of any costs incurred or sustained by the Landlord in the repair or maintenance of any existing tracks on or serving the Holding such proportion to be assessed in accordance with the user thereof by the Tenant

4.22 To produce notices etc

at all times immediately upon receipt of any notice order direction or other matter whatsoever affecting the Holding to produce it for the Landlord's inspection and to permit the Landlord to make a copy and to supply a copy to the Landlord of any return or other form which the Tenant is required to make or complete pursuant to any enactment or as part of an application for any type of grant or subsidy

4.23 To comply with orders etc

to comply at once with and give sufficient effect to every order direction or notice duly made and served upon the Tenant by a competent authority

4.24 Stamp duty

to pay the stamp duty payable on this Agreement

4.25 To yield up

at the expiration or earlier determination of the tenancy peaceably and quietly to deliver up to the Landlord vacant possession of the Holding in such order and condition as shall be consistent with the due performance and observance by the Tenant of his obligations under this Agreement having immediately before the termination of this Agreement if and to the extent required by the Landlord reinstated all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the term of the tenancy created by this Agreement

5 **Landlord=s agreement (quiet enjoyment)**

The landlord agrees with the Tenant to permit the Tenant on paying the rent and performing and observing the several agreements by the Tenant contained above peaceably to hold and enjoy the Holding without any interruption by the Landlord or any person or persons rightfully claiming under it save as hereinbefore provided

6 **Power to resume possession**

It shall be lawful for the Landlord upon giving the Tenant not less than one calendar month's notice in writing to expire at any time of its intention to do so to resume possession of the whole or any part of the Holding such resumption of possession to terminate the tenancy created by this Agreement in regard to the land taken (but not further or otherwise) but without prejudice to any claims of the Landlord or the Tenant under this Agreement or statute and upon such termination an appropriate proportion of the rent specified in Clause 2 hereof calculated on a daily basis shall be refunded or otherwise allowed to the Tenant

7 **Proviso for re-entry**

If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if there shall be any breach or non performance or non observance of any of the agreements on the part of the Tenant contained above or any obligation imposed on him by law or if any interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made against him or he makes any composition with his creditors or any distress shall be levied or any process by way of execution ordered against his property it shall be lawful for the Landlord or any person authorised by it to enter upon the Holding or any part thereof in the name of the whole and then the tenancy hereby created shall absolutely determine but without prejudice to any claims of the Landlord or the Tenant under this Agreement

8 **Undertakings etc**

The Tenant agrees that he has received no undertaking or assurance whatever whether express or implied and whether written or oral from the Landlord or any agent of the Landlord in any way relating to the grant to the Tenant of any tenancy of the Holding or part of the Holding following upon the expiration of the tenancy created by this Agreement and that he does not enter into this Agreement in the expectation of the grant of such a tenancy

9 **Improvements, fixtures and fittings**

9.1 the Tenant's improvements listed in Part I of Schedule 1 are tenant's improvements to which Part III of the Agricultural Tenancies Act 1995 (as supplemented) shall be deemed to apply

9.2 except as provided by this clause nothing contained in this Agreement shall be deemed to be a consent to any improvement entitling the Tenant to compensation under Part III of the Agricultural Tenancies Act 1995

9.3 the fixtures and buildings specified in Part II of Schedule 1 have been acquired by the Tenant within the meaning of Section 8(5) of the Agricultural Tenancies Act 1995 and it is agreed may be removed by him in accordance with Section 8 of that Act but shall not be eligible for compensation under Part III of the Act or under clause 9.1 hereof

10 **Milk Quota**

The provisions of Schedule 2 to this Agreement will apply to the Milk Quota (as defined in Schedule 2) which is agreed to be apportioned to the Holding

11 **Farm Business Tenancy**

The tenancy created by this Agreement is a Farm Business Tenancy within the meaning of Section 1 of the Agricultural Tenancies Act 1995

12 **Gender and joint and several covenants**

In this Agreement unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where more than one shall include all or either or any of them and their liability in respect of the obligations on their part contained or implied herein shall be joint and several

13 **Interpretation**

13.1 The clause headings in this Agreement are for convenience of reference only and shall not be taken into account in its construction or interpretation

13.2 any reference to an enactment includes the reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment

14 **Notices**

14.1 for the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified at the commencement of this Agreement

14.2 notices or other documents required or authorised to be given under the Agricultural Tenancies Act 1995 may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Agricultural Tenancies Act 1995

15 **Value Added Tax**

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 the sum in question at the time when the sum in question is due to be paid

16 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

Schedule 1

Improvements, fixtures and fittings

Part I

Tenant's Improvements deemed to be eligible for compensation under Part III of the Agricultural Tenancies Act 1995

Nil

Part II

Tenant's Fixtures and Buildings to which the provisions of clause 9.3 apply

Nil

Schedule 2

Milk Quota Provisions

(a) The provisions of this Schedule shall apply to such quantity of Milk Quota which pursuant to the provisions of the Dairy Produce Quotas Regulations 1994 is apportioned to the Holding as at the date hereof ("the Milk Quota")

(b) The Tenant shall do everything necessary to maintain the Milk Quota and not by any act or omission do anything or allow anything to be done which shall result in the Milk Quota lapsing or reducing during the term of the tenancy created by this Agreement or otherwise becoming unavailable to the Landlord on termination of the term of the tenancy created by this Agreement

(c) On quitting the Holding the Tenant shall immediately transfer the Milk Quota to the Landlord or to whomsoever he nominates

(d) The obligations on the part of the Tenant under this clause shall not apply insofar as the Milk Quota has been subject to permanent reduction made by any Authority and following termination of the term of the tenancy created by this Agreement any compensation payable for reductions in the Milk Quota shall be due to the Landlord

AS WITNESS the hands of the parties hereto the day and year first before written

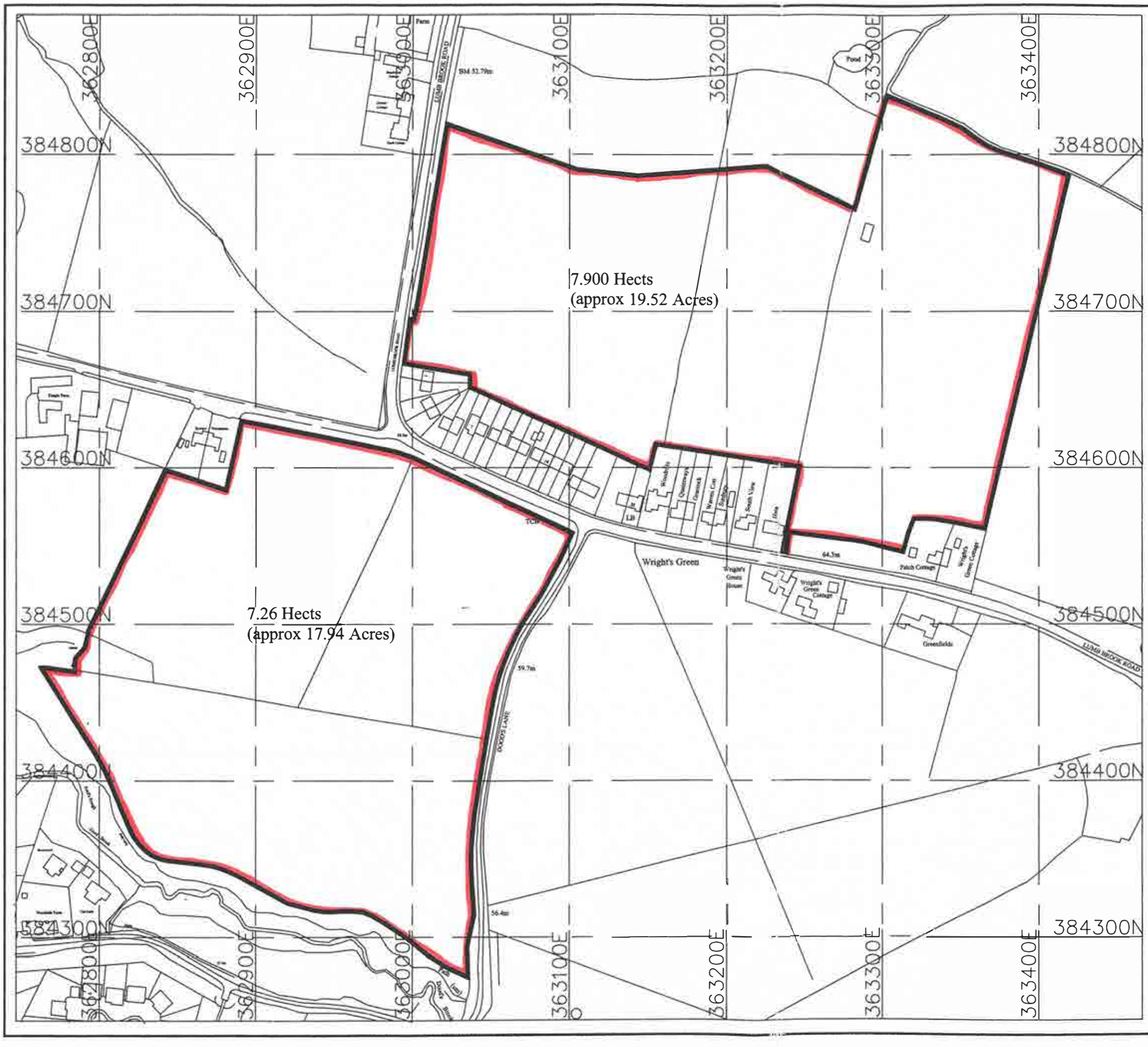
SIGNED by ROSEMARY CAROLE SWIFT Reg 13

in the presence of :-

Witness Reg 13

Address

Occupation



REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

english PARTNERSHIPS

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE
	1/9/2000

TITLE

LAND AT DINGLE ~~LANE~~ ~~FARM~~
DINGLE LANE
APPLETON
WARRINGTON
34/02/02/02

DRG No.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
1/9/2000	Reg 13

OS SHEET

DATED 3 · NOV **2003**

COMMISSION FOR THE NEW TOWNS

to

[redacted]

TENANCY AGREEMENT
relating to
Land at Dingle Farm, Warrington
(short form - 2 years or less)

(Bare Land)

THIS AGREEMENT is made the 3RD day of NOVEMBER Two thousand and Three

BETWEEN:

(1) **The COMMISSION FOR THE NEW TOWNS** (a body corporate subsisting under the provisions of the New Towns Act 1981 (as amended)and now known as English Partnerships)) whose principal office is situate at 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA (hereinafter called "the **Landlord**); and

(2) Reg 13

WHEREBY IT IS AGREED as follows:

1 **Demise**

The Landlord agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land containing an area of 15.16 hectares (34.46 acres) or thereabouts which is situate at Dingle Farm, Appleton in the County of Cheshire and which for the purposes of identification only is shown edged red on the drawing numbered W0000260 annexed hereto (such land being hereinafter called "the Holding") together with the right (so far as the Landlord can grant the same and in common with all others entitled thereto) to pass and repass with or without vehicles and animals to and from the Holding for all purposes connected with the permitted use of the Holding but not for any other purpose for a term commencing on the first day of October Two thousand and Three and expiring on the twenty ninth day of September Two thousand and Four SUBJECT as hereinafter provided and to all rights (whether public or private) wayleaves easements quasi privileges liberties rights and advantages belonging to or usually enjoyed with any adjoining or neighbouring property or otherwise affecting the Holding or any part or parts thereof

2 **Rent**

reg. 12(5)(e)

3 **Exceptions and reservations**

There shall be excepted and reserved to the Landlord and all (if any) others entitled thereto

3.1 Timber etc

all timber timber-like trees tellers pollards saplings and underwood (other than fruit trees) with power for the Landlord its agents workmen and others to mark fell cut and remove all or any of them doing as little damage as possible and paying to the Tenant reasonable compensation for any damage suffered by him in consequence of the exercise of such power

3.2 Springs etc

all (if any) springs wells ponds streams and watercourses with all fish in them with power for the Landlord and all persons authorised by it (subject to sufficient water being left for the Tenant for agricultural purposes) to take and carry away water from them by means of pipes or otherwise and to fish in those waters

3.3 Game

all game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all wildfowl hares and rabbits with the exclusive right subject as above for the Landlord and all persons authorised by it to preserve the game and to hunt course

shoot and sport on the Holding

3.4 Rights of way

all rights of way (if any) which up to and including the date of this Agreement have been used or enjoyed across any part of the Holding whether by the Landlord or its tenants in respect of other property of the Landlord or otherwise howsoever

3.5 Existing Wayleave contracts

the benefit of all wayleave contracts existing at the date of this Agreement and all rents and other money payable under such contracts and the power to carry out on the Holding anything required to be done under such contracts

3.6 Future Wayleave contracts

the right to grant during the continuance of the tenancy any wayleave contract easement or licence to any authority company or person and to reserve for the benefit of the Landlord any rents or other money payable thereunder together with power for such authority company or person or the Landlord with or without vehicles machinery and plant to enter on the Holding and carry out at the Landlord's cost anything required to be done thereunder

3.7 Right of entry

the right for the Landlord and all persons authorised by it with all necessary machinery equipment vehicles and horses to enter upon any part of the Holding for the purpose of exercising any of the rights excepted and reserved by this Agreement and for the purpose of inspecting the state user and condition of the Holding or any neighbouring land of the Landlord and for the purpose of making any necessary tests (including drilling) planting trees and making any other improvement on the Holding or on such neighbouring land or for felling and removing timber from such neighbouring land PROVIDED that the Landlord shall make reasonable

compensation to the Tenant for any damage to crops arising in consequence of the exercise of the rights reserved by this Clause 3.7 but shall not be liable to pay any other compensation whatsoever in relation to or as a result of the exercise of such rights

3.8 Possession on short notice

the right to recover possession in accordance with the provisions of Clause 6 hereinafter appearing

4 **Tenant's agreements**

The Tenant agrees with the Landlord:

4.1 To pay rent

to pay the rent on the days and in the manner specified above

4.2 To pay rates etc

to pay all rates taxes and outgoings whatever (including Value Added Tax) now or at any time during the said term payable in respect of the said land or by the owner tenant or occupier thereof or in respect of any rent or other payments arising under or payable in respect of this Agreement except corporation tax payable by the Landlord in respect of such rent or other payments

4.3 To repair etc

4.3.1 to keep all ditches and drains clean and free from obstruction and in a condition no worse than that in which they are at the commencement of this Agreement

4.3.2 to keep all fences gates and hedges reasonably cut back and stockproof and

to keep such things and all other items belonging to the Landlord on over or under the Holding in a condition no worse than that in which they are in at the commencement of this Agreement

4.3.3 To keep all fences hedges and gates in proper stockproof condition

4.3.4 Not to alter or remove any fence hedge or other boundary on the Holding

4.4 Not to make alterations etc

not to damage alter or make any addition to any existing building nor to erect any new building or other item of fixed equipment or make any other improvements to the Holding

4.5 To farm in accordance with rules of good husbandry

to farm in a good and husbandlike manner in accordance with Section 11 of the Agriculture Act 1947 and so as not to impoverish or deteriorate the Holding

4.6 To take action against weeds

to take all reasonable steps to prevent weeds from going to seed on the Holding and every part thereof and to take all reasonable steps to control and destroy all harmful or injurious weeds thereon

4.7 Not to break up pasture

not to break up or convert into arable any part of the Holding used as meadow or pasture

4.8 User

at all times to use and farm the Holding solely for the trade or business of grazing livestock owned by the Tenant or for mowing or the growing of arable crops

4.9 Not to sell of Hay etc

not to mow the grasslands excessively during the tenancy

4.10 Not to commit nuisance etc

not to do or permit or suffer to be done on in or under the Holding or any part or parts thereof anything which may be or become a danger nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners tenants licensees or occupiers of any adjoining or neighbouring property or to members of the public generally

4.11 To effect appropriate insurances and indemnify the Landlord

4.11.1 to keep all crops and live and dead stock on the Holding insured with an approved insurance company to their full value against damage by fire and in the event of destruction by fire of harvested crops grown on the Holding for consumption on it to return to the Holding without compensation the full equivalent manurial value of such destroyed crops in so far as its return is required for the fulfilment of the Tenant's responsibilities to farm in accordance with the rules of good husbandry

4.11.2 to indemnify and keep indemnified the Landlord against all actions claims proceedings costs demands expenses and liabilities arising in any way out of the use and occupation of the Holding or any part or parts thereof by the Tenant his servants agents contractors and others and to effect and maintain adequate insurance in relation thereto to the reasonable satisfaction of the Landlord

4.12 Not to assign etc

not to assign underlet or part with or share possession or occupation of the Holding or any part of it

4.13 Not to use for non-agricultural use

not to use the Holding or any part of it or permit or suffer the same to be used for any use other than agriculture and in particular but without prejudice to the foregoing words not to permit or suffer camping or the parking of any caravan or mobile home on any part of the Holding or the erection of any notice or advertisement on the Holding or any part thereof

4.14 IACS

4.14.1 not to set aside more of the Holding than the minimum required as a condition of an application for Arable Area Payments under the Arable Area Payment Scheme in respect of crops grown on the Holding only and not on any other land

4.14.2 not to set aside any part of the Holding other than under the Arable Area Payments Scheme and on a basis to be first agreed with the Landlord and not to import onto the Holding any set-aside obligations

4.14.3 for the purposes of this clause "IACS" means the Integrated Administration and Control System set down in the Integrated Administration and Control Regulations 1993 "Arable Area Payments Scheme" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1994 and "Arable Area Payments" shall be construed accordingly

4.15 Quotas

4.15.1 to preserve the benefit of any Quota transferred to or made available to the

Tenant at the commencement of the tenancy created by this agreement as the occupier for the time being of the Holding

4.15.2 on termination of the tenancy created by this agreement to transfer the benefit of the Quota or make the Quota available to the Landlord or to any incoming occupier (as appropriate)

4.15.3 for the purposes of this clause "Quota" 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 or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use (other than milk quota) which is now or at any time in the future may be allocated transferred or made available to the Tenant in respect of the Holding

4.16 Milk Quota

to observe and perform the provisions of the Second Schedule to this agreement in relation to Milk Quota

4.17 Pests

to take all reasonable and practicable steps to keep the Holding free from infestation by insects other pests and to destroy rabbits moles rats and other vermin and spread mole-hills and ant hills on the Holding

4.18 Not to dig or remove stone etc

not to dig or take away or sell any stone gravel earth sand clay turf or peat from the Holding without the previous consent in writing of the Landlord or its agents

4.19 Waste

not to permit or suffer any waste or cut down or lop or drive nails into or otherwise

injure any tree growing on the Holding and to protect all trees from damage by cattle or otherwise howsoever

4.20 Game

to preserve game wild-fowl woodcock snipe and other wild birds included in the Second Schedule to the Wildlife and Countryside Act 1981 or any statutory modification or re-enactment thereof for the time being in force (including their nests and eggs) and fish and to ward off unauthorised persons from molesting or destroying them or trespassing on any part of the Holding for that purpose and to give notice to the Landlord of anyone so offending or trespassing and otherwise to preserve the Landlord's interest reserved by Clause 3.3 above

4.21 Repair of Tracks

to pay a fair proportion of any costs incurred or sustained by the Landlord in the repair or maintenance of any existing tracks on or serving the Holding such proportion to be assessed in accordance with the user thereof by the Tenant

4.22 To produce notices etc

at all times immediately upon receipt of any notice order direction or other matter whatsoever affecting the Holding to produce it for the Landlord's inspection and to permit the Landlord to make a copy and to supply a copy to the Landlord of any return or other form which the Tenant is required to make or complete pursuant to any enactment or as part of an application for any type of grant or subsidy

4.23 To comply with orders etc

to comply at once with and give sufficient effect to every order direction or notice duly made and served upon the Tenant by a competent authority

4.24 Stamp duty

to pay the stamp duty payable on this Agreement

4.25 To yield up

at the expiration or earlier determination of the tenancy peaceably and quietly to deliver up to the Landlord vacant possession of the Holding in such order and condition as shall be consistent with the due performance and observance by the Tenant of his obligations under this Agreement having immediately before the termination of this Agreement if and to the extent required by the Landlord reinstated all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the term of the tenancy created by this Agreement

5 **Landlord's agreement (quiet enjoyment)**

The landlord agrees with the Tenant to permit the Tenant on paying the rent and performing and observing the several agreements by the Tenant contained above peaceably to hold and enjoy the Holding without any interruption by the Landlord or any person or persons rightfully claiming under it save as hereinbefore provided

6 **Power to resume possession**

It shall be lawful for the Landlord upon giving the Tenant not less than one calendar month's notice in writing to expire at any time of its intention to do so to resume possession of the whole or any part of the Holding such resumption of possession to terminate the tenancy created by this Agreement in regard to the land taken (but not further or otherwise) but without prejudice to any claims of the Landlord or the Tenant under this Agreement or statute and upon such termination an appropriate proportion of the rent specified in Clause 2 hereof calculated on a daily basis shall be refunded or otherwise allowed to the Tenant

7 **Proviso for re-entry**

If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if there shall be any breach or non performance or non observance of any of the agreements on the part of the Tenant contained above or any obligation imposed on him by law or if any interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made against him or he makes any composition with his creditors or any distress shall be levied or any process by way of execution ordered against his property it shall be lawful for the Landlord or any person authorised by it to enter upon the Holding or any part thereof in the name of the whole and then the tenancy hereby created shall absolutely determine but without prejudice to any claims of the Landlord or the Tenant under this Agreement

8 **Undertakings etc**

The Tenant agrees that he has received no undertaking or assurance whatever whether express or implied and whether written or oral from the Landlord or any agent of the Landlord in any way relating to the grant to the Tenant of any tenancy of the Holding or part of the Holding following upon the expiration of the tenancy created by this Agreement and that he does not enter into this Agreement in the expectation of the grant of such a tenancy

9 **Improvements, fixtures and fittings**

9.1 the Tenant's improvements listed in Part I of Schedule 1 are tenant's improvements to which Part III of the Agricultural Tenancies Act 1995 (as supplemented) shall be deemed to apply

9.2 except as provided by this clause nothing contained in this Agreement shall be deemed to be a consent to any improvement entitling the Tenant to compensation under Part III of the Agricultural Tenancies Act 1995

9.3 the fixtures and buildings specified in Part II of Schedule 1 have been acquired by

the Tenant within the meaning of Section 8(5) of the Agricultural Tenancies Act 1995 and it is agreed may be removed by him in accordance with Section 8 of that Act but shall not be eligible for compensation under Part III of the Act or under clause 9.1 hereof

10 **Milk Quota**

The provisions of Schedule 2 to this Agreement will apply to the Milk Quota (as defined in Schedule 2) which is agreed to be apportioned to the Holding

11 **Farm Business Tenancy**

The tenancy created by this Agreement is a Farm Business Tenancy within the meaning of Section 1 of the Agricultural Tenancies Act 1995

12 **Gender and joint and several covenants**

In this Agreement unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where more than one shall include all or either or any of them and their liability in respect of the obligations on their part contained or implied herein shall be joint and several

13 **Interpretation**

13.1 The clause headings in this Agreement are for convenience of reference only and shall not be taken into account in its construction or interpretation

13.2 any reference to an enactment includes the reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment

14 **Notices**

14.1 for the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified at the commencement of this Agreement

14.2 notices or other documents required or authorised to be given under the Agricultural Tenancies Act 1995 may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Agricultural Tenancies Act 1995

15 Value Added Tax

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 the sum in question at the time when the sum in question is due to be paid

16 Agreement for Tenancy

This Agreement is not entered into pursuant to any prior agreement for Tenancy

Schedule 1

Improvements, fixtures and fittings

Part I

Tenant's Improvements deemed to be eligible for compensation under Part III of the Agricultural Tenancies Act 1995

Nil

Part II

Tenant's Fixtures and Buildings to which the provisions of clause 9.3 apply

Nil

Schedule 2

Milk Quota Provisions

(a) The provisions of this Schedule shall apply to such quantity of Milk Quota which pursuant to the provisions of the Dairy Produce Quotas Regulations 1994 is apportioned to the Holding as at the date hereof ("the Milk Quota")

(b) The Tenant shall do everything necessary to maintain the Milk Quota and not by any act or omission do anything or allow anything to be done which shall result in the Milk Quota lapsing or reducing during the term of the tenancy created by this Agreement or otherwise becoming unavailable to the Landlord on termination of the term of the tenancy created by this Agreement

(c) On quitting the Holding the Tenant shall immediately transfer the Milk Quota to the Landlord or to whomsoever he nominates

(d) The obligations on the part of the Tenant under this clause shall not apply insofar as the Milk Quota has been subject to permanent reduction made by any Authority and following termination of the term of the tenancy created by this Agreement any compensation payable for reductions in the Milk Quota shall be due to the Landlord

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by Reg 13 Reg 13

in the presence of :-

Witness ..

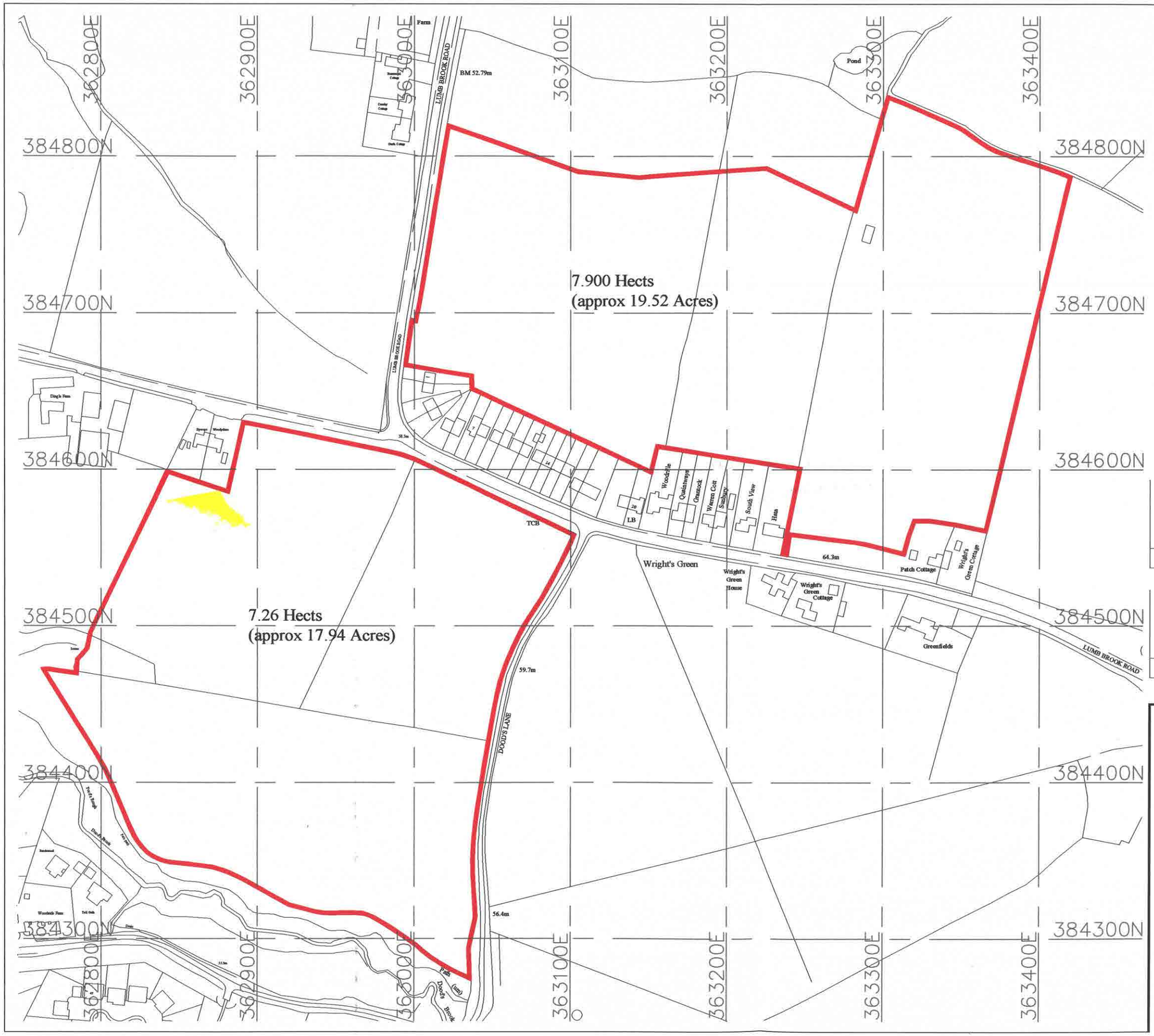
Address ..

..

..

Occupation ..

Reg 13



BASED UPON THE ORDNANCE SURVEY'S 1:1250 & 1:2500 DIGITAL LAND-LINE SERVICE BEARING WITH PERMISSION OF THE CONTROLLER OF H.M. STATIONERY OFFICE.

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REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS
AREA			

English Partnerships
The National Regeneration Agency
Arpley House,
110 Birchwood Boulevard,
Birchwood, Warrington,
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE

TITLE
LAND AT DINGLE FARM
DINGLE LANE
APPLETON
WARRINGTON
107/34/02/02/02

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3

DATE	DRAWN BY
01.09.00	Reg 13

OS SHEET

LICENCE AGREEMENT

LAND AT DINGLE FARM

An AGREEMENT made this ~~8~~ 5 **day of** ~~July~~ August. **Two Thousand and Thirteen**

BETWEEN:

(1) **THE HOMES AND COMMUNITIES AGENCY** whose principal office is situated at Central Business Exchange II, 406-412 Midsummer Boulevard, Central Milton Keynes, MK9 2EA (hereinafter called "the **Licensor**");

(2) Reg 13 [redacted]

WHEREBY it is agreed as follows:-

1. reg. 12(5)(e) [redacted]

2.

3. The Licensor gives the Licensee personal right of access to the land up until 30 October 2013.

4. **THE LICENSEE** agrees that he will:-

a) PAY the licence fee hereby reserved on the date agreed together with such VAT as may be due in respect of the fee (*if applicable*).

b) NOT assign the benefit of this licence to any other person or company and not to bring onto the land any stock other than his own and immediately to notify the licensor of any trespass on the land.

c) TO carry out no other activities on the land other than mowing the pastures and not to erect or alter any building nor make any other alteration to the land and not to plough or re-seed any land without the express permission of the licensor.

d) TO comply with any limitations on stocking density, mowing, fertilising, spraying and management imposed by the inclusion of the land within any Environmental Stewardship Scheme, Environmentally Sensitive Area agreement, Site of Special Scientific Interest or Countryside Stewardship Scheme, or any similar official scheme.

e) TO mow the sward no more than twice.

f) NOT to waste water and to report any leak of water to the licensor or his agent and to pay for all water consumed if required.

g) NOT to obstruct any public or private right of way or any access by any other party to any other land belonging to the licensor.

h) NOT to cause a nuisance to the licensor or any other person.

i) TO indemnify the licensor in respect of any damage and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the licensee and to carry appropriate insurance for liability to third parties.

j) TO indemnify the licensor against any deductions from his Single Payment Scheme application arising from any action or omission by the licensee including any breach of the Statutory Management Requirements and Cross Compliance rules of the Scheme.

3. BOTH PARTIES agree

a) THAT this licence does not create any right of exclusive occupation of the land by the licensee nor any interest in land.

b) THAT neither the grant nor the termination of this licence is a change of occupation for the purposes of apportioning milk quota if applicable under the Dairy Produce Quota Regulations and that if notwithstanding this any milk quota is transferred on the grant or termination of this licence from either party to the other pursuant to a decision of an arbitrator appointed under the Dairy Produce Quota Regulations or otherwise the transferee shall pay to the transferor such sum as shall accurately represent the full loss suffered by the transferor to include (among all other costs) all costs incurred in the acquisition of milk quota to replace any such milk quota as shall have been transferred and both parties shall co-operate in the signing and lodging of any necessary documents.

c) THAT the licensor gives no warranty as to the status of the land under any regulations applying to any notifiable disease.

d) THAT if the licensor agrees to see the stock of the licensee or to carry out lookering this is without any legal obligation on the licensor who accepts no liability for any accident, straying, death, illness or damage caused by or to the licensee's stock.

e) THAT either party may refer any dispute arising under this agreement for final determination by an independent expert to be appointed by the President of the Central Association of Agricultural Valuers save where a dispute is referable to arbitration under statute when the arbitrator may not be appointed by that President.

f) THAT any reference to any 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 bye-law made under it.

g) THAT the Licensor gives no warranty as to the suitability of the land for the purposes of mowing and the Licensee mows and takes a crop at his own risk.

(h) THAT this Licence may be terminated giving not less than 24 hours Notice.

(i) THAT should the Licence be terminated at any time before the expiry date, there will not be any compensation made available at any time to the Licensee.

SIGNED for and on behalf
of Homes and Communities Agency
As Licensor

Reg 13

in the presence of (*Witness*)

)
)

SIGNED by Rod Owen
As Licensee

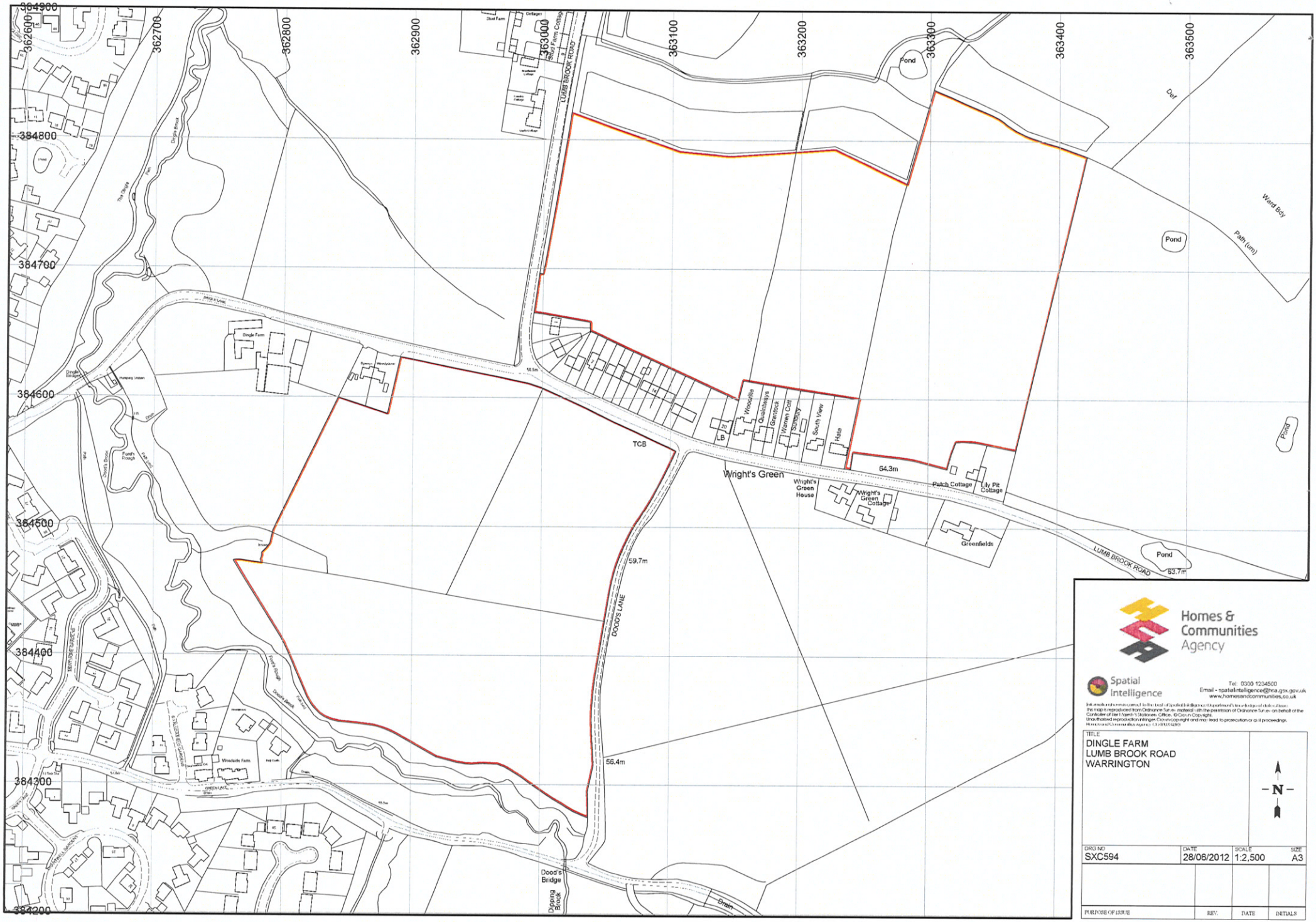
Reg 13

in the presence of (*Witness*)

Reg 13

)
)

Reg 13


362600
362700
362800
362900
363000
363100
363200
363300
363400
363500
384900
384800
384700
384600
384500
384400
384300
384200
LUMB BROOK ROAD
Dingle Bridge
Dingle Farm
Dingle Lane
Pumping Station
Fund's Rough
Dingle Brook
Pond
Ward Boy
Path (unm)
Def
Woodville
Quakinleys
Grantock
Warren Cott
Stanleigh
South View
Hata
LB
TCB
Wright's Green
64.3m
Wright's Green House
Wright's Green Cottage
Patch Cottage
Lily Pit Cottage
Greenfields
LUMB BROOK ROAD
63.7m
59.7m
DODD'S LANE
56.4m
Dodd's Bridge
Dipping Brook
Drain
Woodside Farm
GREEN LANE
Tan Yard
Footpath
Ditch
Brook
Hedge
Tree
Cottages
Stud Farm
Bilton's Farm Cottage
Woodland Cottage
Laurels Cottage
Pumping Station
Tyrrells
Woodsyke
Ditch
Brook
Fund's Rough
Dingle Brook
Footpath
Woodside Gardens
Footpath
Hedge
Trees
Drain
Hedge
Trees
Footpath
Hedge
Trees
Drain
Hedge
Trees
Footpath
Hedge
Trees
Drain
Hedge
Trees

WR/L312

DATED 2ND JAN **2001**

COMMISSION FOR THE NEW TOWNS

to

Reg 13 [redacted]

TENANCY AGREEMENT
relating to
Land at Dingle Farm, Warrington
(short form - 2 years or less)

(Bare Land)

THIS AGREEMENT is made the 2nd day of JANUARY Two thousand and ~~One~~ Two .

BETWEEN:

(1) **The COMMISSION FOR THE NEW TOWNS** (a body corporate subsisting under the provisions of the New Towns Act 1981 (as amended)and now known as English Partnerships)) whose principal office is situate at 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA (hereinafter called "the **Landlord**"); and

(2) [redacted]

WHEREBY IT IS AGREED as follows:

1 **Demise**

The Landlord agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land containing an area of 15.16 hectares (37.46 acres) or thereabouts which is situate at Dingle Farm, Appleton in the County of Cheshire and which for the purposes of identification only is shown edged red on the drawing numbered W0000260 annexed hereto (such land being hereinafter called "the Holding") together with the right (so far as the Landlord can grant the same and in common with all others entitled thereto) to pass and repass with or without vehicles and animals to and from the Holding for all purposes connected with the permitted use of the Holding but not for any other purpose for a term commencing on the first day of October Two thousand and One and expiring on the twenty ninth day of September Two thousand and Two SUBJECT as hereinafter provided and to all rights (whether public or private) wayleaves easements quasi privileges liberties rights and advantages belonging to or usually enjoyed with any adjoining or neighbouring property or otherwise affecting the Holding or any part or parts

thereof

2 **Rent**

reg. 12(5)(e)

3 **Exceptions and reservations**

There shall be excepted and reserved to the Landlord and all (if any) others entitled thereto

3.1 Timber etc

all timber timber-like trees tellers pollards saplings and underwood (other than fruit trees) with power for the Landlord its agents workmen and others to mark fell cut and remove all or any of them doing as little damage as possible and paying to the Tenant reasonable compensation for any damage suffered by him in consequence of the exercise of such power

3.2 Springs etc

all (if any) springs wells ponds streams and watercourses with all fish in them with power for the Landlord and all persons authorised by it (subject to sufficient water being left for the Tenant for agricultural purposes) to take and carry away water from them by means of pipes or otherwise and to fish in those waters

3.3 Game

all game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all wildfowl hares and rabbits with the exclusive right subject as above for the Landlord and all persons authorised by it to preserve the game and to hunt course shoot and sport on the Holding

3.4 Rights of way

all rights of way (if any) which up to and including the date of this Agreement have been used or enjoyed across any part of the Holding whether by the Landlord or its tenants in respect of other property of the Landlord or otherwise howsoever

3.5 Existing Wayleave contracts

the benefit of all wayleave contracts existing at the date of this Agreement and all rents and other money payable under such contracts and the power to carry out on the Holding anything required to be done under such contracts

3.6 Future Wayleave contracts

the right to grant during the continuance of the tenancy any wayleave contract easement or licence to any authority company or person and to reserve for the benefit of the Landlord any rents or other money payable thereunder together with power for such authority company or person or the Landlord with or without vehicles machinery and plant to enter on the Holding and carry out at the Landlord's cost anything required to be done thereunder

3.7 Right of entry

the right for the Landlord and all persons authorised by it with all necessary machinery equipment vehicles and horses to enter upon any part of the Holding for the purpose of exercising any of the rights excepted and reserved by this Agreement

and for the purpose of inspecting the state user and condition of the Holding or any neighbouring land of the Landlord and for the purpose of making any necessary tests (including drilling) planting trees and making any other improvement on the Holding or on such neighbouring land or for felling and removing timber from such neighbouring land PROVIDED that the Landlord shall make reasonable compensation to the Tenant for any damage to crops arising in consequence of the exercise of the rights reserved by this Clause 3.7 but shall not be liable to pay any other compensation whatsoever in relation to or as a result of the exercise of such rights

3.8 Possession on short notice

the right to recover possession in accordance with the provisions of Clause 6 hereinafter appearing

4 **Tenant's agreements**

The Tenant agrees with the Landlord:

4.1 To pay rent

to pay the rent on the days and in the manner specified above

4.2 To pay rates etc

to pay all rates taxes and outgoings whatever (including Value Added Tax) now or at any time during the said term payable in respect of the said land or by the owner tenant or occupier thereof or in respect of any rent or other payments arising under or payable in respect of this Agreement except corporation tax payable by the Landlord in respect of such rent or other payments

4.3 To repair etc

4.3.1 to keep all ditches and drains clean and free from obstruction and in a condition no worse than that in which they are at the commencement of this Agreement

4.3.2 to keep all fences gates and hedges reasonably cut back and stockproof and to keep such things and all other items belonging to the Landlord on over or under the Holding in a condition no worse than that in which they are in at the commencement of this Agreement

4.3.3 To keep all fences hedges and gates in proper stockproof condition

4.3.4 Not to alter or remove any fence hedge or other boundary on the Holding

4.4 Not to make alterations etc

not to damage alter or make any addition to any existing building nor to erect any new building or other item of fixed equipment or make any other improvements to the Holding

4.5 To farm in accordance with rules of good husbandry

to farm in a good and husbandlike manner in accordance with Section 11 of the Agriculture Act 1947 and so as not to impoverish or deteriorate the Holding

4.6 To take action against weeds

to take all reasonable steps to prevent weeds from going to seed on the Holding and every part thereof and to take all reasonable steps to control and destroy all harmful or injurious weeds thereon

4.7 Not to break up pasture

not to break up or convert into arable any part of the Holding used as meadow or pasture

4.8 User

at all times to use and farm the Holding solely for the trade or business of grazing livestock owned by the Tenant or for mowing or the growing of arable crops

4.9 Not to sell of Hay etc

not to mow the grasslands excessively during the tenancy

4.10 Not to commit nuisance etc

not to do or permit or suffer to be done on in or under the Holding or any part or parts thereof anything which may be or become a danger nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners tenants licensees or occupiers of any adjoining or neighbouring property or to members of the public generally

4.11 To effect appropriate insurances and indemnify the Landlord

4.11.1 to keep all crops and live and dead stock on the Holding insured with an approved insurance company to their full value against damage by fire and in the event of destruction by fire of harvested crops grown on the Holding for consumption on it to return to the Holding without compensation the full equivalent manurial value of such destroyed crops in so far as its return is required for the fulfilment of the Tenant's responsibilities to farm in accordance with the rules of good husbandry

4.11.2 to indemnify and keep indemnified the Landlord against all actions claims proceedings costs demands expenses and liabilities arising in any way out of the use and occupation of the Holding or any part or parts thereof by the Tenant his servants agents contractors and others and to effect and maintain adequate insurance in relation thereto to the reasonable satisfaction of the Landlord

4.12 Not to assign etc

not to assign underlet or part with or share possession or occupation of the Holding or any part of it

4.13 Not to use for non-agricultural use

not to use the Holding or any part of it or permit or suffer the same to be used for any use other than agriculture and in particular but without prejudice to the foregoing words not to permit or suffer camping or the parking of any caravan or mobile home on any part of the Holding or the erection of any notice or advertisement on the Holding or any part thereof

4.14 IACS

4.14.1 not to set aside more of the Holding than the minimum required as a condition of an application for Arable Area Payments under the Arable Area Payment Scheme in respect of crops grown on the Holding only and not on any other land

4.14.2 not to set aside any part of the Holding other than under the Arable Area Payments Scheme and on a basis to be first agreed with the Landlord and not to import onto the Holding any set-aside obligations

4.14.3 for the purposes of this clause "IACS" means the Integrated Administration

and Control System set down in the Integrated Administration and Control Regulations 1993 "Arable Area Payments Scheme" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1994 and "Arable Area Payments" shall be construed accordingly

4.15 Quotas

4.15.1 to preserve the benefit of any Quota transferred to or made available to the Tenant at the commencement of the tenancy created by this agreement as the occupier for the time being of the Holding

4.15.2 on termination of the tenancy created by this agreement to transfer the benefit of the Quota or make the Quota available to the Landlord or to any incoming occupier (as appropriate)

4.15.3 for the purposes of this clause "Quota" 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 or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use (other than milk quota) which is now or at any time in the future may be allocated transferred or made available to the Tenant in respect of the Holding

4.16 Milk Quota

to observe and perform the provisions of the Second Schedule to this agreement in relation to Milk Quota

4.17 Pests

to take all reasonable and practicable steps to keep the Holding free from infestation

by insects other pests and to destroy rabbits moles rats and other vermin and spread mole-hills and ant hills on the Holding

4.18 Not to dig or remove stone etc

not to dig or take away or sell any stone gravel earth sand clay turf or peat from the Holding without the previous consent in writing of the Landlord or its agents

4.19 Waste

not to permit or suffer any waste or cut down or lop or drive nails into or otherwise injure any tree growing on the Holding and to protect all trees from damage by cattle or otherwise howsoever

4.20 Game

to preserve game wild-fowl woodcock snipe and other wild birds included in the Second Schedule to the Wildlife and Countryside Act 1981 or any statutory modification or re-enactment thereof for the time being in force (including their nests and eggs) and fish and to ward off unauthorised persons from molesting or destroying them or trespassing on any part of the Holding for that purpose and to give notice to the Landlord of anyone so offending or trespassing and otherwise to preserve the Landlord's interest reserved by Clause 3.3 above

4.21 Repair of Tracks

to pay a fair proportion of any costs incurred or sustained by the Landlord in the repair or maintenance of any existing tracks on or serving the Holding such proportion to be assessed in accordance with the user thereof by the Tenant

4.22 To produce notices etc

at all times immediately upon receipt of any notice order direction or other matter

whatsoever affecting the Holding to produce it for the Landlord's inspection and to permit the Landlord to make a copy and to supply a copy to the Landlord of any return or other form which the Tenant is required to make or complete pursuant to any enactment or as part of an application for any type of grant or subsidy

4.23 To comply with orders etc

to comply at once with and give sufficient effect to every order direction or notice duly made and served upon the Tenant by a competent authority

4.24 Stamp duty

to pay the stamp duty payable on this Agreement

4.25 To yield up

at the expiration or earlier determination of the tenancy peaceably and quietly to deliver up to the Landlord vacant possession of the Holding in such order and condition as shall be consistent with the due performance and observance by the Tenant of his obligations under this Agreement having immediately before the termination of this Agreement if and to the extent required by the Landlord reinstated all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the term of the tenancy created by this Agreement

5 Landlord's agreement (quiet enjoyment)

The landlord agrees with the Tenant to permit the Tenant on paying the rent and performing and observing the several agreements by the Tenant contained above peaceably to hold and enjoy the Holding without any interruption by the Landlord or any person or persons rightfully claiming under it save as hereinbefore provided

6 **Power to resume possession**

It shall be lawful for the Landlord upon giving the Tenant not less than one calendar month's notice in writing to expire at any time of its intention to do so to resume possession of the whole or any part of the Holding such resumption of possession to terminate the tenancy created by this Agreement in regard to the land taken (but not further or otherwise) but without prejudice to any claims of the Landlord or the Tenant under this Agreement or statute and upon such termination an appropriate proportion of the rent specified in Clause 2 hereof calculated on a daily basis shall be refunded or otherwise allowed to the Tenant

7 **Proviso for re-entry**

If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if there shall be any breach or non performance or non observance of any of the agreements on the part of the Tenant contained above or any obligation imposed on him by law or if any interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made against him or he makes any composition with his creditors or any distress shall be levied or any process by way of execution ordered against his property it shall be lawful for the Landlord or any person authorised by it to enter upon the Holding or any part thereof in the name of the whole and then the tenancy hereby created shall absolutely determine but without prejudice to any claims of the Landlord or the Tenant under this Agreement

8 **Undertakings etc**

The Tenant agrees that he has received no undertaking or assurance whatever whether express or implied and whether written or oral from the Landlord or any agent of the Landlord in any way relating to the grant to the Tenant of any tenancy of the Holding or part of the Holding following upon the expiration of the tenancy created by this Agreement and that he does not enter into this Agreement in the

expectation of the grant of such a tenancy

9 **Improvements, fixtures and fittings**

9.1 the Tenant's improvements listed in Part I of Schedule 1 are tenant's improvements to which Part III of the Agricultural Tenancies Act 1995 (as supplemented) shall be deemed to apply

9.2 except as provided by this clause nothing contained in this Agreement shall be deemed to be a consent to any improvement entitling the Tenant to compensation under Part III of the Agricultural Tenancies Act 1995

9.3 the fixtures and buildings specified in Part II of Schedule 1 have been acquired by the Tenant within the meaning of Section 8(5) of the Agricultural Tenancies Act 1995 and it is agreed may be removed by him in accordance with Section 8 of that Act but shall not be eligible for compensation under Part III of the Act or under clause 9.1 hereof

10 **Milk Quota**

The provisions of Schedule 2 to this Agreement will apply to the Milk Quota (as defined in Schedule 2) which is agreed to be apportioned to the Holding

11 **Farm Business Tenancy**

The tenancy created by this Agreement is a Farm Business Tenancy within the meaning of Section 1 of the Agricultural Tenancies Act 1995

12 **Gender and joint and several covenants**

In this Agreement unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the

plural and vice versa and where more than one shall include all or either or any of them and their liability in respect of the obligations on their part contained or implied herein shall be joint and several

13 **Interpretation**

13.1 The clause headings in this Agreement are for convenience of reference only and shall not be taken into account in its construction or interpretation

13.2 any reference to an enactment includes the reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment

14 **Notices**

14.1 for the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified at the commencement of this Agreement

14.2 notices or other documents required or authorised to be given under the Agricultural Tenancies Act 1995 may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Agricultural Tenancies Act 1995

15 **Value Added Tax**

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 the sum in question at the time when the sum in question is due to be paid

16 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

Schedule 1

Improvements, fixtures and fittings

Part I

Tenant's Improvements deemed to be eligible for compensation under Part III of the Agricultural Tenancies Act 1995

Nil

Part II

Tenant's Fixtures and Buildings to which the provisions of clause 9.3 apply

Nil

Schedule 2

Milk Quota Provisions

(a) The provisions of this Schedule shall apply to such quantity of Milk Quota which pursuant to the provisions of the Dairy Produce Quotas Regulations 1994 is apportioned to the Holding as at the date hereof ("the Milk Quota")

(b) The Tenant shall do everything necessary to maintain the Milk Quota and not by any act or omission do anything or allow anything to be done which shall result in the Milk Quota lapsing or reducing during the term of the tenancy created by this Agreement or otherwise becoming unavailable to the Landlord on termination of the term of the tenancy created by this Agreement

(c) On quitting the Holding the Tenant shall immediately transfer the Milk Quota to the Landlord or to whomsoever he nominates

(d) The obligations on the part of the Tenant under this clause shall not apply insofar as the Milk Quota has been subject to permanent reduction made by any Authority and following termination of the term of the tenancy created by this Agreement any compensation payable for reductions in the Milk Quota shall be due to the Landlord

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by Reg 13) Reg 13
)

in the presence of :

Witness .....

Address .....

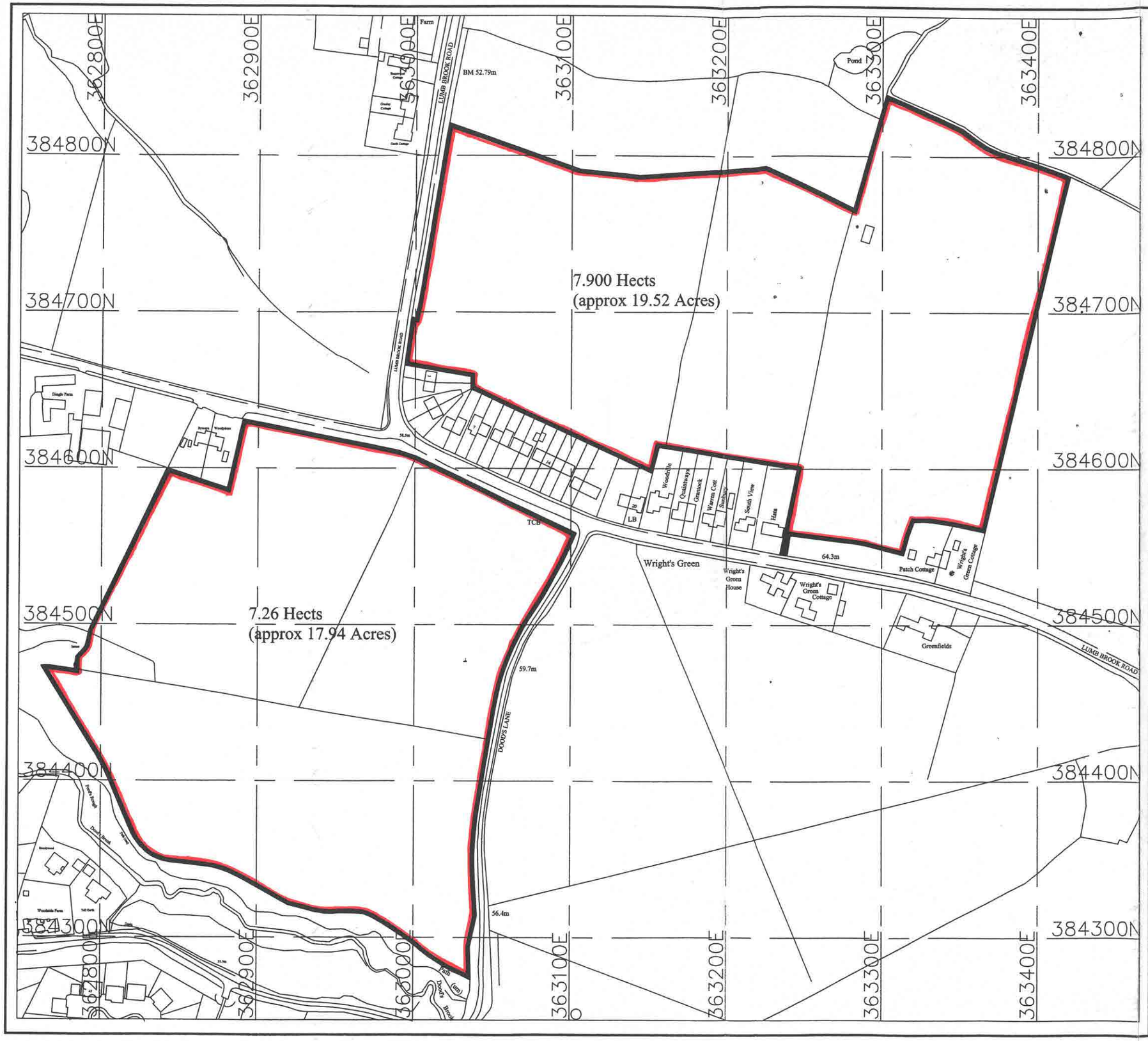
.....

.....

Occupation .....

Reg 13

Reg 13



N

[redacted]

REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

english PARTNERSHIPS
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME		PLOT DATE 1/9/2000	
TITLE: LAND AT DINGLE LANE, DINGLE LANE, APPLETON, WARRINGTON			
DRG NO. W0000260	REV	SCALE 1:2500	SIZE A3
DATE 1/9/2000		DRAWN BY Reg 13	
OS SHEET			

7697

DATED 6. Nov. **2000**

COMMISSION FOR THE NEW TOWNS

to

Reg 13 [redacted]

(Counterpart)

TENANCY AGREEMENT
relating to
Land at Dingle Farm, Warrington
(short form - 2 years or less)

(Bare Land)
(EST.27.4)

THIS AGREEMENT is made the 6th day of NOVEMBER Two thousand

BETWEEN:

(1) **The COMMISSION FOR THE NEW TOWNS** (a body corporate subsisting under the provisions of the New Towns Act 1981 (as amended)and now known as English Partnerships)) whose principal office is situate at 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA (hereinafter called "the **Landlord**"); and

(2) Reg 13

WHEREBY IT IS AGREED as follows:

1 **Demise**

The Landlord agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land containing an area of 15.16 hectares (37.46 acres) or thereabouts which is situate at Dingle Farm, Appleton in the County of Cheshire and which for the purposes of identification only is shown edged red on the drawing numbered W0000260 annexed hereto (such land being hereinafter called "the Holding") together with the right (so far as the Landlord can grant the same and in common with all others entitled thereto) to pass and repass with or without vehicles and animals to and from the Holding for all purposes connected with the permitted use of the Holding but not for any other purpose for a term commencing on the first day of October Two thousand and expiring on the twenty ninth day of September Two thousand and One SUBJECT as hereinafter provided and to all rights (whether public or private) wayleaves easements quasi privileges liberties rights and advantages belonging to or usually enjoyed with any adjoining or neighbouring property or otherwise affecting the Holding or any part or parts thereof

2 **Rent**

reg. 12(5)(e)

3 **Exceptions and reservations**

There shall be excepted and reserved to the Landlord and all (if any) others entitled thereto

3.1 Timber etc

all timber timber-like trees tellers pollards saplings and underwood (other than fruit trees) with power for the Landlord its agents workmen and others to mark fell cut and remove all or any of them doing as little damage as possible and paying to the Tenant reasonable compensation for any damage suffered by him in consequence of the exercise of such power

3.2 Springs etc

all (if any) springs wells ponds streams and watercourses with all fish in them with power for the Landlord and all persons authorised by it (subject to sufficient water being left for the Tenant for agricultural purposes) to take and carry away water from them by means of pipes or otherwise and to fish in those waters

3.3 Game

all game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all wildfowl hares and rabbits with the exclusive right subject as above for the Landlord and all persons authorised by it to preserve the game and to hunt course shoot and sport on

the Holding

3.4 Rights of way

all rights of way (if any) which up to and including the date of this Agreement have been used or enjoyed across any part of the Holding whether by the Landlord or its tenants in respect of other property of the Landlord or otherwise howsoever

3.5 Existing Wayleave contracts

the benefit of all wayleave contracts existing at the date of this Agreement and all rents and other money payable under such contracts and the power to carry out on the Holding anything required to be done under such contracts

3.6 Future Wayleave contracts

the right to grant during the continuance of the tenancy any wayleave contract easement or licence to any authority company or person and to reserve for the benefit of the Landlord any rents or other money payable thereunder together with power for such authority company or person or the Landlord with or without vehicles machinery and plant to enter on the Holding and carry out at the Landlord's cost anything required to be done thereunder

3.7 Right of entry

the right for the Landlord and all persons authorised by it with all necessary machinery equipment vehicles and horses to enter upon any part of the Holding for the purpose of exercising any of the rights excepted and reserved by this Agreement and for the purpose of inspecting the state user and condition of the Holding or any neighbouring land of the Landlord and for the purpose of making any necessary tests (including drilling) planting trees and making any other improvement on the Holding or on such neighbouring land or for felling and removing timber from such neighbouring land PROVIDED that the Landlord shall make reasonable

compensation to the Tenant for any damage to crops arising in consequence of the exercise of the rights reserved by this Clause 3.7 but shall not be liable to pay any other compensation whatsoever in relation to or as a result of the exercise of such rights

3.8 Possession on short notice

the right to recover possession in accordance with the provisions of Clause 6 hereinafter appearing

4 **Tenant's agreements**

The Tenant agrees with the Landlord:

4.1 To pay rent

to pay the rent on the days and in the manner specified above

4.2 To pay rates etc

to pay all rates taxes and outgoings whatever (including Value Added Tax) now or at any time during the said term payable in respect of the said land or by the owner tenant or occupier thereof or in respect of any rent or other payments arising under or payable in respect of this Agreement except corporation tax payable by the Landlord in respect of such rent or other payments

4.3 To repair etc

4.3.1 to keep all ditches and drains clean and free from obstruction and in a condition no worse than that in which they are at the commencement of this Agreement

4.3.2 to keep all fences gates and hedges reasonably cut back and stockproof and to keep such things and all other items belonging to the Landlord on over or under the Holding in a condition no worse than that in which they are in at the commencement of this Agreement

4.3.3 To keep all fences hedges and gates in proper stockproof condition

4.3.4 Not to alter or remove any fence hedge or other boundary on the Holding

4.4 Not to make alterations etc

not to damage alter or make any addition to any existing building nor to erect any new building or other item of fixed equipment or make any other improvements to the Holding

4.5 To farm in accordance with rules of good husbandry

to farm in a good and husbandlike manner in accordance with Section 11 of the Agriculture Act 1947 and so as not to impoverish or deteriorate the Holding

4.6 To take action against weeds

to take all reasonable steps to prevent weeds from going to seed on the Holding and every part thereof and to take all reasonable steps to control and destroy all harmful or injurious weeds thereon

4.7 Not to break up pasture

not to break up or convert into arable any part of the Holding used as meadow or pasture

4.8 User

at all times to use and farm the Holding solely for the trade or business of grazing livestock owned by the Tenant or for mowing or the growing of arable crops

4.9 Not to sell of Hay etc

not to mow the grasslands excessively during the tenancy

4.10 Not to commit nuisance etc

not to do or permit or suffer to be done on in or under the Holding or any part or parts thereof anything which may be or become a danger nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners tenants licensees or occupiers of any adjoining or neighbouring property or to members of the public generally

4.11 To effect appropriate insurances and indemnify the Landlord

4.11.1 to keep all crops and live and dead stock on the Holding insured with an approved insurance company to their full value against damage by fire and in the event of destruction by fire of harvested crops grown on the Holding for consumption on it to return to the Holding without compensation the full equivalent manurial value of such destroyed crops in so far as its return is required for the fulfilment of the Tenant's responsibilities to farm in accordance with the rules of good husbandry

4.11.2 to indemnify and keep indemnified the Landlord against all actions claims proceedings costs demands expenses and liabilities arising in any way out of the use and occupation of the Holding or any part or parts thereof by the Tenant his servants agents contractors and others and to effect and maintain adequate insurance in relation thereto to the reasonable satisfaction of the Landlord

4.12 Not to assign etc

not to assign underlet or part with or share possession or occupation of the Holding or any part of it

4.13 Not to use for non-agricultural use

not to use the Holding or any part of it or permit or suffer the same to be used for any use other than agriculture and in particular but without prejudice to the foregoing words not to permit or suffer camping or the parking of any caravan or mobile home on any part of the Holding or the erection of any notice or advertisement on the Holding or any part thereof

4.14 IACS

4.14.1 not to set aside more of the Holding than the minimum required as a condition of an application for Arable Area Payments under the Arable Area Payment Scheme in respect of crops grown on the Holding only and not on any other land

4.14.2 not to set aside any part of the Holding other than under the Arable Area Payments Scheme and on a basis to be first agreed with the Landlord and not to import onto the Holding any set-aside obligations

4.14.3 for the purposes of this clause "IACS" means the Integrated Administration and Control System set down in the Integrated Administration and Control Regulations 1993 "Arable Area Payments Scheme" means the general Arable Area Payments Scheme set down under the Arable Area Payments Regulations 1994 and "Arable Area Payments" shall be construed accordingly

4.15 Quotas

4.15.1 to preserve the benefit of any Quota transferred to or made available to the Tenant at the commencement of the tenancy created by this agreement as the occupier for the time being of the Holding

4.15.2 on termination of the tenancy created by this agreement to transfer the benefit of the Quota or make the Quota available to the Landlord or to any incoming occupier (as appropriate)

4.15.3 for the purposes of this clause "Quota" 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 or restriction on production or the use of the Holding for farming or any licence or consent required for such production or use (other than milk quota) which is now or at any time in the future may be allocated transferred or made available to the Tenant in respect of the Holding

4.16 Milk Quota

to observe and perform the provisions of the Second Schedule to this agreement in relation to Milk Quota

4.17 Pests

to take all reasonable and practicable steps to keep the Holding free from infestation by insects other pests and to destroy rabbits moles rats and other vermin and spread mole-hills and ant hills on the Holding

4.18 Not to dig or remove stone etc

not to dig or take away or sell any stone gravel earth sand clay turf or peat from the Holding without the previous consent in writing of the Landlord or its agents

4.19 Waste

not to permit or suffer any waste or cut down or lop or drive nails into or otherwise injure any tree growing on the Holding and to protect all trees from damage by cattle or otherwise howsoever

4.20 Game

to preserve game wild-fowl woodcock snipe and other wild birds included in the Second Schedule to the Wildlife and Countryside Act 1981 or any statutory modification or re-enactment thereof for the time being in force (including their nests and eggs) and fish and to ward off unauthorised persons from molesting or destroying them or trespassing on any part of the Holding for that purpose and to give notice to the Landlord of anyone so offending or trespassing and otherwise to preserve the Landlord's interest reserved by Clause 3.3 above

4.21 Repair of Tracks

to pay a fair proportion of any costs incurred or sustained by the Landlord in the repair or maintenance of any existing tracks on or serving the Holding such proportion to be assessed in accordance with the user thereof by the Tenant

4.22 To produce notices etc

at all times immediately upon receipt of any notice order direction or other matter whatsoever affecting the Holding to produce it for the Landlord's inspection and to permit the Landlord to make a copy and to supply a copy to the Landlord of any return or other form which the Tenant is required to make or complete pursuant to any enactment or as part of an application for any type of grant or subsidy

4.23 To comply with orders etc

to comply at once with and give sufficient effect to every order direction or notice duly made and served upon the Tenant by a competent authority

4.24 Stamp duty

to pay the stamp duty payable on this Agreement

4.25 To yield up

at the expiration or earlier determination of the tenancy peaceably and quietly to deliver up to the Landlord vacant possession of the Holding in such order and condition as shall be consistent with the due performance and observance by the Tenant of his obligations under this Agreement having immediately before the termination of this Agreement if and to the extent required by the Landlord reinstated all alterations additions or improvements made to the buildings or other fixed equipment on the Holding at any time during the term of the tenancy created by this Agreement

5 Landlord's agreement (quiet enjoyment)

The landlord agrees with the Tenant to permit the Tenant on paying the rent and performing and observing the several agreements by the Tenant contained above peaceably to hold and enjoy the Holding without any interruption by the Landlord or any person or persons rightfully claiming under it save as hereinbefore provided

6 Power to resume possession

It shall be lawful for the Landlord upon giving the Tenant not less than one calendar month's notice in writing to expire at any time of its intention to do so to resume possession of the whole or any part of the Holding such resumption of possession to terminate the tenancy created by this Agreement in regard to the land taken (but

not further or otherwise) but without prejudice to any claims of the Landlord or the Tenant under this Agreement or statute and upon such termination an appropriate proportion of the rent specified in Clause 2 hereof calculated on a daily basis shall be refunded or otherwise allowed to the Tenant

7 **Proviso for re-entry**

If the rent hereby reserved or any part thereof shall be unpaid for Twenty one days after becoming payable (whether formally demanded or not) or if there shall be any breach or non performance or non observance of any of the agreements on the part of the Tenant contained above or any obligation imposed on him by law or if any interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made against him or he makes any composition with his creditors or any distress shall be levied or any process by way of execution ordered against his property it shall be lawful for the Landlord or any person authorised by it to enter upon the Holding or any part thereof in the name of the whole and then the tenancy hereby created shall absolutely determine but without prejudice to any claims of the Landlord or the Tenant under this Agreement

8 **Undertakings etc**

The Tenant agrees that he has received no undertaking or assurance whatever whether express or implied and whether written or oral from the Landlord or any agent of the Landlord in any way relating to the grant to the Tenant of any tenancy of the Holding or part of the Holding following upon the expiration of the tenancy created by this Agreement and that he does not enter into this Agreement in the expectation of the grant of such a tenancy

9 **Improvements, fixtures and fittings**

9.1 the Tenant's improvements listed in Part I of Schedule 1 are tenant's improvements to which Part III of the Agricultural Tenancies Act 1995 (as supplemented) shall be deemed to apply

9.2 except as provided by this clause nothing contained in this Agreement shall be deemed to be a consent to any improvement entitling the Tenant to compensation under Part III of the Agricultural Tenancies Act 1995

9.3 the fixtures and buildings specified in Part II of Schedule 1 have been acquired by the Tenant within the meaning of Section 8(5) of the Agricultural Tenancies Act 1995 and it is agreed may be removed by him in accordance with Section 8 of that Act but shall not be eligible for compensation under Part III of the Act or under clause 9.1 hereof

10 **Milk Quota**

The provisions of Schedule 2 to this Agreement will apply to the Milk Quota (as defined in Schedule 2) which is agreed to be apportioned to the Holding

11 **Farm Business Tenancy**

The tenancy created by this Agreement is a Farm Business Tenancy within the meaning of Section 1 of the Agricultural Tenancies Act 1995

12 **Gender and joint and several covenants**

In this Agreement unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where more than one shall include all or either or any of them and their liability in respect of the obligations on their part contained or implied herein shall be joint and several

13 **Interpretation**

13.1 The clause headings in this Agreement are for convenience of reference only and shall not be taken into account in its construction or interpretation

13.2 any reference to an enactment includes the reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment

14 **Notices**

14.1 for the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified at the commencement of this Agreement

14.2 notices or other documents required or authorised to be given under the Agricultural Tenancies Act 1995 may be sent by ordinary first class post or recorded delivery or facsimile at the address given for the party in this Agreement or in a manner provided for in Section 36 of the Agricultural Tenancies Act 1995

15 **Value Added Tax**

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 the sum in question at the time when the sum in question is due to be paid

16 **Agreement for Tenancy**

This Agreement is not entered into pursuant to any prior agreement for Tenancy

Schedule 1

Improvements, fixtures and fittings

Part I

Tenant's Improvements deemed to be eligible for compensation under Part III of the Agricultural Tenancies Act 1995

Nil

Part II

Tenant's Fixtures and Buildings to which the provisions of clause 9.3 apply

Nil

Schedule 2

Milk Quota Provisions

(a) The provisions of this Schedule shall apply to such quantity of Milk Quota which pursuant to the provisions of the Dairy Produce Quotas Regulations 1994 is apportioned to the Holding as at the date hereof ("the Milk Quota")

(b) The Tenant shall do everything necessary to maintain the Milk Quota and not by any act or omission do anything or allow anything to be done which shall result in the Milk Quota lapsing or reducing during the term of the tenancy created by this Agreement or otherwise becoming unavailable to the Landlord on termination of the term of the tenancy created by this Agreement

(c) On quitting the Holding the Tenant shall immediately transfer the Milk Quota to the Landlord or to whomsoever he nominates

(d) The obligations on the part of the Tenant under this clause shall not apply insofar as the Milk Quota has been subject to permanent reduction made by any Authority and following termination of the term of the tenancy created by this Agreement any compensation payable for reductions in the Milk Quota shall be due to the Landlord

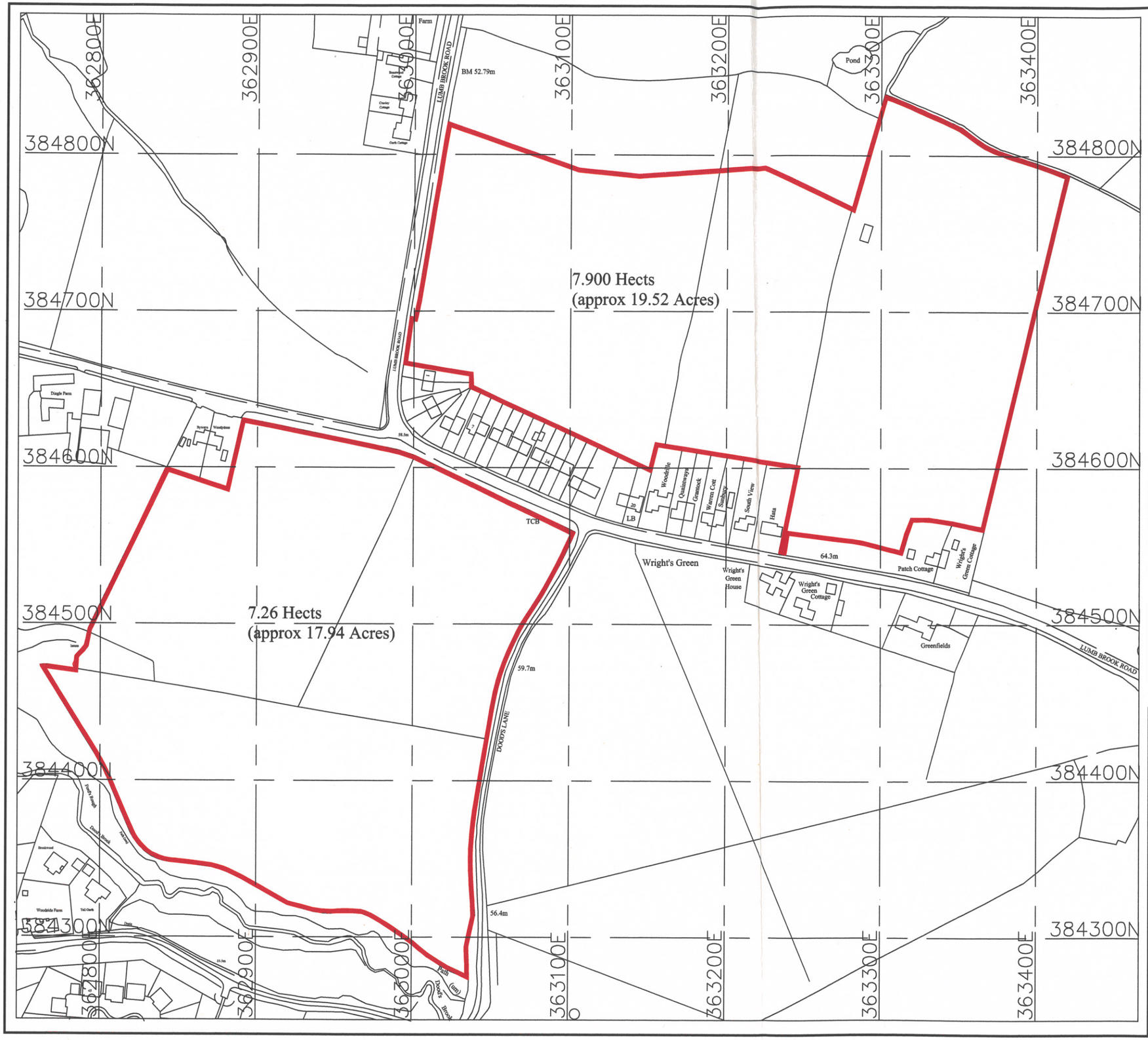
AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by Reg 13)
in the presence of:-)

Reg 13

Witness ..
Address ..
..
..
Occupation ..

Reg 13



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REV.	DATE	DESCRIPTION	INITIALS

PURPOSE OF ISSUE	REV.	DATE	INITIALS

english PARTNERSHIPS

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH
DX701658 Birchwood, Warrington
Tel: 01925 651144
Fax: 01925 411493
www.englishpartnerships.co.uk

FILE NAME	PLOT DATE
	1/9/2000

TITLE

LAND AT DINGLE LANE
DINGLE LANE
APPLETON
WARRINGTON

DRG NO.	REV	SCALE	SIZE
W0000260		1:2500	A3
DATE		DRAWN BY	
1/9/2000		CJP	

OS SHEET

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

LANDLORD: The Homes and Communities Agency

TENANT: Reg 13

HOLDING: Land at Dingle Farm and Walnut Tree Farm, Warrington

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH

Homes & Communities Agency

TENANCY AGREEMENT

Date 1st May 2018

1 DEFINITIONS

1.1 The Landlord	**The Homes and Communities Agency** of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH
1.2 The Tenant	Reg 13
1.3 The Holding	The property known as **Land at Dingle Farm and Walnut Tree Farm, Warrington** extending to 70.80 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 31st March 2020
1.5 Start Date	1st April 2018
1.6 Rent	reg. 12(5)(e)
1.7 Rent Days	1st April, 1st July, 1st October and 1st January 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.
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

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

(f) 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

(g) 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

(h) 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

(i) 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

(j) To carry out any repairs to the Holding in accordance with the terms of this agreement

(k) 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

(l) All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord

(m) 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

3.5.1 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

3.5.2 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

3.5.3 to keep clear and free from obstruction all land drains and ditches on the Holding

3.5.4 to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back

3.5.5 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

3.5.6 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

3.7 Use and management

(a) Throughout the Term personally to farm the Holding as a trade or business for the Use only

(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

(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

(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, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film

(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)

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 any Legal Obligations

3.10 Legal Agreements

To enter into any Legal Agreements at the request 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 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

3.18.1 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

3.18.2 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

3.20.1 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

3.20.2 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

3.20.3 the Tenant shall notify the Landlord's Health and Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:

(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

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 three months 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 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

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:

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

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy

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

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

(a) 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

(b) 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

7.6.1 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.

7.6.2 The Landlord shall be responsible for determining in its absolute discretion whether:

7.6.2.1 any Information is Exempted Information or remains Exempted Information, or

7.6.2.2 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

7.6.3 Subject to clause 7.6.4 below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

7.6.3.1 without consulting the Tenant; or

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

7.6.4 Without in any way limiting clauses 7.6.1 and 7.6.3 in the event that the Landlord receives a Request for Information, the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant

7.6.5 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:

7.6.5.1 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:

7.6.5.2 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

7.6.6 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

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

7.7.1 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 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

7.7.2 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;

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

7.7.2.2 without consulting the Tenant

7.7.3 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:)
)

[redacted]

Schedule 1

The Holding

Plan Number	Use	Acres/Hectares
APH22417-RevA	Agricultural Land	70.80 acres / 28.65 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.

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community 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 of 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 legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it

(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

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 by the UK government or any devolved authority applicable to the Holding, in each case as amended, extended or re-enacted form 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 support payment subsidies compensation or other payment from the European Union or the Department or any other public or statutory body whether jointly or individually under the Basic Payment Scheme and shall include any authorisations attached to the entitlements

1.5 **"Basic Payment Scheme"** means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme

and any similar additional scheme, whether resulting from CAP Reform or otherwise.

1.6 **"Greening Payment"** means the direct payment 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

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 "**Other Entitlements**" means any right or entitlement to receive support, payment, subsidies, compensation or other payment or exemption from restriction or levy, any quota or other benefit from the European Union 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 area of the Holding and/or for the benefit of the owner or occupier of the Holding

1.9 **"Holding's BPS Entitlements"** means:

1.9.1 any BPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding subject to the tenancy

1.9.2 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

1.9.3 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

1.9.4 any BPS Entitlements referred to in paragraph 2.16

1.10 **"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

2. The Tenant covenants with the Landlord

2.1 To register on the CAP Information Service and will be an active farmer for the purposes of the Basic Payment Scheme eligibility criteria. Loss of all or any of the Entitlements resulting from the Tenant's failure to satisfy either or both of these requirements will be borne solely by the Tenant

2.2 To carry out sufficient husbandry and comply with all Cross Compliance Conditions, the requirements for full Greening Payment and any other management requirements under the Basic Payment Scheme and the Regulations. 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 keep the Holding in good agricultural and environmental condition as required by the Basic Payment Scheme and the Regulations

2.4 To maintain those areas that are Permanent Grassland at the beginning of the Term as Permanent Grassland throughout the Term

2.5 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 and the Regulations

2.6 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

2.7 In each year of the Basic Payment Scheme to claim payment in respect of all the Holding's BPS Entitlements

2.8 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

2.9 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 of the Entitlements whether on the Holding or on other land or in relation to the Tenant's status as an active farmer or otherwise

2.10 To use reasonable endeavours (at the Landlord's cost) to procure for the Holding the benefit of any further BPS Entitlements that may become available at any point during the Term

2.11 To provide all assistance to the Landlord in any claim for additional BPS Entitlements

2.12 Not to sell lease charge transfer or dispose of any of the Holding's BPS Entitlements

2.13 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.

2.14 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

2.15 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

2.16 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 of the Holding's BPS Entitlements or their reduction in number or value or any withholding of payment or the imposition of any other penalty

2.17 To provide the Landlord with all the information he may reasonably request in connection with the Holding's BPS Entitlements or compliance with the Basic Payment Scheme

2.18 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 are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including signing all necessary forms RLE1 or such other form as may be required) 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

2.19 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

2.20 To obtain the Landlord's consent for all matters concerning the management of the Holding's BPS Entitlements to include Cross Compliance Conditions, the requirements of full Greening Payment and claims under the Basic Payment 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 which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Holding's BPS Entitlements

2.21 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 Entitlements comparable to those lost) and all claims damages and losses relating to the Entitlements, the Basic Payment Scheme, the Greening Payment and Cross Compliance Conditions (including but not limited to loss of any Entitlements, diminution in the value of any 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 European Union the 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

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

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 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 cannot 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

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

Reg 13

[redacted]

Homes England

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

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

TENANT: Reg 13

HOLDING: Land at Dingle Farm and Walnut Tree Farm, Warrington

TENANCY AGREEMENT

Date 12 March 2020.

1 DEFINITIONS

1.1 The Landlord	**Homes and Communities Agency** (trading as Homes England) of One Friargate, Coventry, West Midlands CV1 2GN
1.2 The Tenant	Reg 13
1.3 The Holding	The property known as **Land at Dingle Farm and Walnut Tree Farm, Warrington** extending to 70.80 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 31st March 2022
1.5 Start Date	1st April 2020
1.6 Rent	reg. 12(5)(e)
1.7 Rent Days	1st April, 1st July, 1st October and 1st January 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.
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

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

(f) 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

(g) 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

(h) 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

(i) 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

(j) To carry out any repairs to the Holding in accordance with the terms of this agreement

(k) 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

(l) All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord

(m) 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

3.5.1 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

3.5.2 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

3.5.3 to keep clear and free from obstruction all land drains and ditches on the Holding

3.5.4 to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back

3.5.5 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

3.5.6 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

3.7 Use and management

(a) Throughout the Term personally to farm the Holding as a trade or business for the Use only

(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

(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

(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, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film

(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)

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 any Legal Obligations

3.10 Legal Agreements

To enter into any Legal Agreements at the request 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 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

3.18.1 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

3.18.2 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

3.20.1 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

3.20.2 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

3.20.3 the Tenant shall notify the Landlord's Health and Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:

(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

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 three months 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 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

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:

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

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy

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

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

(a) 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

(b) 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

7.6.1 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.

7.6.2 The Landlord shall be responsible for determining in its absolute discretion whether:

7.6.2.1 any Information is Exempted Information or remains Exempted Information, or

7.6.2.2 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

7.6.3 Subject to clause 7.6.4 below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

7.6.3.1 without consulting the Tenant; or

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

7.6.4 Without in any way limiting clauses 7.6.1 and 7.6.3 in the event that the Landlord receives a Request for Information, the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant

7.6.5 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:

7.6.5.1 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:

7.6.5.2 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

7.6.6 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

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

7.7.1 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 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

7.7.2 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;

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

7.7.2.2 without consulting the Tenant

7.7.3 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)
)

r.26549 **SIGNED** by the Tenant in the presence of:)
)

Schedule 1

The Holding

Plan Reference	Use	Acres/Hectares
APH22417_RevA	Agricultural Land	70.80 acres/28.65 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.

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community 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 of 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 legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it

(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

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 by the UK government or any devolved authority applicable to the Holding, in each case as amended, extended or re-enacted form 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 support payment subsidies compensation or other payment from the European Union or the Department or any other public or statutory body whether jointly or individually under the Basic Payment Scheme and shall include any authorisations attached to the entitlements

1.5 **"Basic Payment Scheme"** means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme

and any similar additional scheme, whether resulting from CAP Reform or otherwise.

1.6 **"Greening Payment"** means the direct payment 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

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 "**Other Entitlements**" means any right or entitlement to receive support, payment, subsidies, compensation or other payment or exemption from restriction or levy, any quota or other benefit from the European Union 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 area of the Holding and/or for the benefit of the owner or occupier of the Holding

1.9 **"Holding's BPS Entitlements"** means:

1.9.1 any BPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding subject to the tenancy

1.9.2 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

1.9.3 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

1.9.4 any BPS Entitlements referred to in paragraph 2.16

1.10 **"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

2. The Tenant covenants with the Landlord

2.1 To register on the CAP Information Service and will be an active farmer for the purposes of the Basic Payment Scheme eligibility criteria. Loss of all or any of the Entitlements resulting from the Tenant's failure to satisfy either or both of these requirements will be borne solely by the Tenant

2.2 To carry out sufficient husbandry and comply with all Cross Compliance Conditions, the requirements for full Greening Payment and any other management requirements under the Basic Payment Scheme and the Regulations. 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 keep the Holding in good agricultural and environmental condition as required by the Basic Payment Scheme and the Regulations

2.4 To maintain those areas that are Permanent Grassland at the beginning of the Term as Permanent Grassland throughout the Term

2.5 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 and the Regulations

2.6 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

2.7 In each year of the Basic Payment Scheme to claim payment in respect of all the Holding's BPS Entitlements

2.8 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

2.9 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 of the Entitlements whether on the Holding or on other land or in relation to the Tenant's status as an active farmer or otherwise

2.10 To use reasonable endeavours (at the Landlord's cost) to procure for the Holding the benefit of any further BPS Entitlements that may become available at any point during the Term

2.11 To provide all assistance to the Landlord in any claim for additional BPS Entitlements

2.12 Not to sell lease charge transfer or dispose of any of the Holding's BPS Entitlements

2.13 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.

2.14 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

2.15 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

2.16 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 of the Holding's BPS Entitlements or their reduction in number or value or any withholding of payment or the imposition of any other penalty

2.17 To provide the Landlord with all the information he may reasonably request in connection with the Holding's BPS Entitlements or compliance with the Basic Payment Scheme

2.18 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 are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including signing all necessary forms RLE1 or such other form as may be required) 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

2.19 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

2.20 To obtain the Landlord's consent for all matters concerning the management of the Holding's BPS Entitlements to include Cross Compliance Conditions, the requirements of full Greening Payment and claims under the Basic Payment 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 which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Holding's BPS Entitlements

2.21 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 Entitlements comparable to those lost) and all claims damages and losses relating to the Entitlements, the Basic Payment Scheme, the Greening Payment and Cross Compliance Conditions (including but not limited to loss of any Entitlements, diminution in the value of any 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 European Union the 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

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

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 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 cannot 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

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

026547

Homes England

Spatial Solutions

Reg 13

J W. OUSBY & SON LTD.

DEMOLITION CONTRACTORS

DEMOLITION, DISMANTLING & SITE CLEARANCE

TEL/FAX: 01772 315523 MOBILE: 07711100866
SINGLETONS COTTAGE, LORDS LANE, PENWORTHAM, PRESTON, PR1 9UA

INVOICE

INVOICE ADDRESS

Homes England
Arpley House
110 Birchwood Boulevard
Warrington
WA3 7QH

TAX DATE / INVOICE No.

11/05/20 4114

ORDER No.

DESCRIPTION OF THE WORKS:
To excavate and clean out ditch to field off Dingle Lane, Grappenhall, Warrington.

Cost of works as per estimate	£2660.00
TOTAL	£2660.00
VAT	£532.00
AMOUNT PAYABLE	£3192.00

Labour amount liable for tax £980.00

Homes England

Purchase Order

J W OUSBY & SON LTD
SINGLETONS COTTAGE
LORDS LANE
PENWORTHAM
PRESTON
PR1 9UA

Order Number: **DAP14510**
Date : 13-MAY-20
Account No : O1050
Vat Reg : 941 6200 50

INVOICE TO:-

INVOICES@HOMESENGLAND.GOV.UK

HOMES ENGLAND
ST GEORGE'S HOUSE
KINGSWAY
TEAM VALLEY, GATESHEAD
NE11 0NA

PLEASE SUPPLY:-	NET AMOUNT
Warrington - to excavate and clean out ditch to field off Dingle Lane, Grappenhall, Warrington	2660.00
ORDER TOTAL £	**2660.00**

Requested by	Authorised by
Reg 13 [redacted]	Reg 13 [redacted]

Please note that as part of the Government's transparency agenda details of all payments made by Homes England of £250 and over will be published on our website

Homes England

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

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

TENANT: Reg 13 [redacted]

HOLDING: Land at Dingle Farm and Walnut Tree Farm, Warrington

TENANCY AGREEMENT

Date 12 April 2023

1 DEFINITIONS

1.1 The Landlord	**Homes and Communities Agency** (trading as Homes England) of One Friargate, Coventry, West Midlands CV1 2GN
1.2 The Tenant	Reg 13
1.3 The Holding	The property known as **Land at Dingle Farm and Walnut Tree Farm, Warrington** extending to **70.78** 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 31 March 2024
1.5 Start Date	**01 April 2022**
1.6 Rent	reg. 12(5)(e)
1.7 Rent Days	1st April, 1st July, 1st October and 1st January 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.
1.11 Notice	No less than three months prior written notice

Classification L2 - Business Data

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

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

Classification L2 - Business Data

(f) 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

(g) 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

(h) 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

(i) 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

(j) To carry out any repairs to the Holding in accordance with the terms of this agreement

(k) 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

Classification L2 - Business Data

paid reasonable compensation for all damage caused to him by the exercise of such rights

(l) All rights of way (if any) enjoyed across the Holding for the benefit of other property of the Landlord

(m) 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

3.5.1 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

Classification L2 - Business Data

3.5.2 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

3.5.3 to keep clear and free from obstruction all land drains and ditches on the Holding

3.5.4 to keep all boundary features on the Holding in good repair and (in the case of hedges) reasonably cut back

3.5.5 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

3.5.6 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

3.7 Use and management

(a) Throughout the Term personally to farm the Holding as a trade or business for the Use only

(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

(c) Before the end of the Term to spread all manure slurry and compost on the Holding

Classification L2 - Business Data

(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

(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, festivals, contests, rallies, competitions or any form of public gathering or for commercial photography or film

Classification L2 - Business Data

(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) The Right for the tenant, but not an obligation, to remove any building/s from the holding at his own expense, prior to any removal, securing all Necessary Consents before the termination of the tenancy.

(p) Not to contaminate or pollute the holding in any way

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 any Legal Obligations

3.10 Legal Agreements

To enter into any Legal Agreements at the request 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

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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 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

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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

3.18.1 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

3.18.2 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

3.20.1 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

3.20.2 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

3.20.3 the Tenant shall notify the Landlord's Health and Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the grant of this tenancy:

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(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

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

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the Tenant not less than three months 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 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

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-

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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:

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

This agreement contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this Tenancy

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

Classification L2 - Business Data

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

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

(a) 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

(b) 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

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7.6.1 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.

7.6.2 The Landlord shall be responsible for determining in its absolute discretion whether:

7.6.2.1 any Information is Exempted Information or remains Exempted Information, or

7.6.2.2 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

7.6.3 Subject to clause 7.6.4 below, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

7.6.3.1 without consulting the Tenant; or

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

7.6.4 Without in any way limiting clauses 7.6.1 and 7.6.3 in the event that the Landlord receives a Request for Information, the Landlord will, where appropriate, as soon as reasonably practicable notify the Tenant

7.6.5 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:

7.6.5.1 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:

7.6.5.2 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

7.6.6 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

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

7.7.1 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 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

7.7.2 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;

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

7.7.2.2 without consulting the Tenant

7.7.3 The Tenant shall assist and co-operate with the Landlord to enable the Landlord to publish this Lease

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SIGNED for and on behalf of the Landlord)

C68935

Reg 13

Reg 13

SIGNED by the Tenant)

Reg 13

in the presence of:)

Reg 13

Classification L2 - Business Data

Schedule 1

The Holding

[OS][NG] Number	Description	Use	[Acres][Hectares]
	Several separate parcels of land	Agriculture	70.80 acres / 28.65 Ha

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.

"**Enactment**" means any Act of Parliament or subordinate legislation or any European Community 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

Classification L2 - Business Data

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 of 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;

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(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 legislation includes reference to that legislation as amended or replaced from time to time and to any subordinate legislation made under it

(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

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 by the UK government or any devolved authority applicable to the Holding, in each case as amended, extended or re-enacted form time to time.

Classification L2 - Business Data

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 support payment subsidies compensation or other payment from the European Union or the Department or any other public or statutory body whether jointly or individually under the Basic Payment Scheme and shall include any authorisations attached to the entitlements

1.5 **"Basic Payment Scheme"** means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise.

1.6 **"Greening Payment"** means the direct payment 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

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 **"Other Entitlements"** means any right or entitlement to receive support, payment, subsidies, compensation or other payment or exemption from restriction or levy, any quota or other benefit from the European Union the Government and regional authority devolved administration or any other public or statutory body whether jointly or individually (other than rights under the Basic

Classification L2 - Business Data

Payment Scheme) that are secured by reference to the area of the Holding and/or for the benefit of the owner or occupier of the Holding

1.9 **"Holding's BPS Entitlements"** means:

1.9.1 any BPS Entitlements established by or otherwise allocated to or made available to the Tenant by reference to the area of the Holding subject to the tenancy

1.9.2 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

1.9.3 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

1.9.4 any BPS Entitlements referred to in paragraph 2.16

1.10 **"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

2. The Tenant covenants with the Landlord

2.1 To register on the CAP Information Service and will be an active farmer for the purposes of the Basic Payment Scheme eligibility criteria. Loss of all or any of the Entitlements resulting from the Tenant's failure to satisfy either or both of these requirements will be borne solely by the Tenant

2.2 To carry out sufficient husbandry and comply with all Cross Compliance Conditions, the requirements for full Greening Payment and any other management requirements under the Basic

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Payment Scheme and the Regulations. 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 keep the Holding in good agricultural and environmental condition as required by the Basic Payment Scheme and the Regulations

2.4 To maintain those areas that are Permanent Grassland at the beginning of the Term as Permanent Grassland throughout the Term

2.5 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 and the Regulations

2.6 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

2.7 In each year of the Basic Payment Scheme to claim payment in respect of all the Holding's BPS Entitlements

2.8 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

2.9 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 of the Entitlements whether on the Holding or on other land or in relation to the Tenant's status as an active farmer or otherwise

2.10 To use reasonable endeavours (at the Landlord's cost) to procure for the Holding the benefit of any further BPS Entitlements that may become available at any point during the Term

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2.11 To provide all assistance to the Landlord in any claim for additional BPS Entitlements

2.12 Not to sell lease charge transfer or dispose of any of the Holding's BPS Entitlements

2.13 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.

2.14 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

2.15 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

2.16 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 of the Holding's BPS Entitlements or their reduction in number or value or any withholding of payment or the imposition of any other penalty

2.17 To provide the Landlord with all the information he may reasonably request in connection with the Holding's BPS Entitlements or compliance with the Basic Payment Scheme

2.18 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 are transferred to or assigned for no consideration to the Landlord or such person as the Landlord may direct (including signing all necessary forms RLE1 or such other form as may be

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required) 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

2.19 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

2.20 To obtain the Landlord's consent for all matters concerning the management of the Holding's BPS Entitlements to include Cross Compliance Conditions, the requirements of full Greening Payment and claims under the Basic Payment 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 which may restrict the use of the Holding or otherwise impose any burden on the Holding or any claimant under the Holding's BPS Entitlements

2.21 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 Entitlements comparable to those lost) and all claims damages and losses relating to the Entitlements, the Basic Payment Scheme, the Greening Payment and Cross Compliance Conditions (including but not limited to loss of any Entitlements, diminution in the value of any 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.

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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 European Union the 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

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

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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

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 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 cannot 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

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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

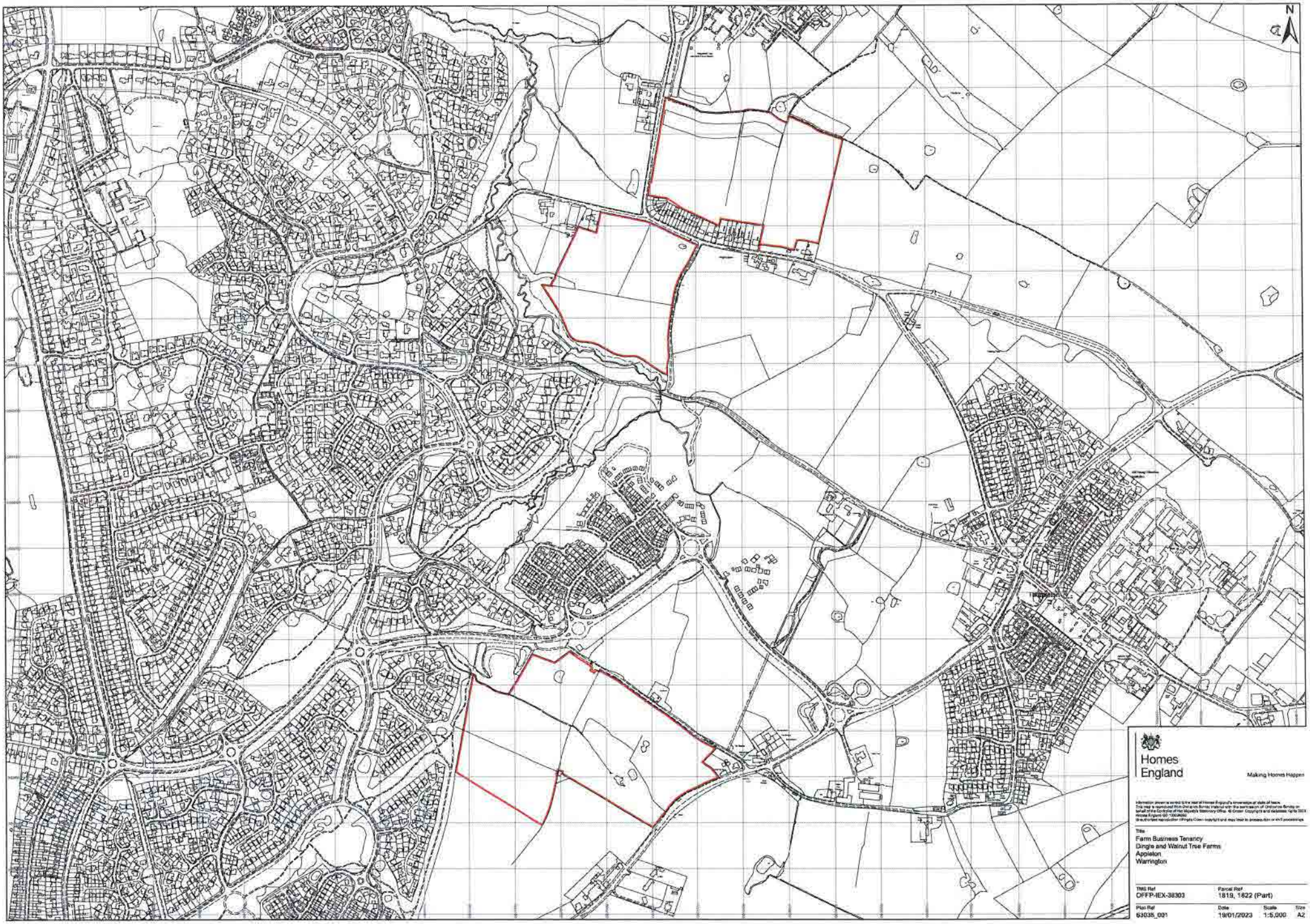
Schedule 4

Redundant buildings and fixed equipment

N/A

Attached: Plan

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N
Homes England
Making Homes Happen
Title
Farm Business Tenancy
Dingle and Walnut Tree Farms
Appleton
Warrington
TMS Ref
OFFP-IEX-38303
Parcel Ref
1819, 1822 (Part)
Plan Ref
63035_001
Date
19/01/2023
Scale
1:5,000
Size
A2

Reg 13

Reg 13