

**CYNGOR CYMUNED YR YSTOG
CHURCHSTOKE COMMUNITY COUNCIL**

2 Rows Terrace, Plough Bank, Montgomery, Powys. SY15 6QD

FARM BUSINESS TENANCY

**FOR A FIXED TERM
OF YEARS**

AGREEMENT
BETWEEN

CYNGOR CYMUNED YR YSTOG
CHURCHSTOKE COMMUNITY COUNCIL

AND

.....

OF

.....

WITH ACCOMPANYING SCHEDULES

IN RESPECT OF
LAND AT OLD CHURCHSTOKE
ON
ALLOTMENT PLOT NUMBER

FROM

.....

E J Humphreys
Clerc i'r Cyngor / Clerk to the Council

THIS AGREEMENT is made this day of
..... two thousand and

BETWEEN

CHURCHSTOKE COMMUNITY COUNCIL, acting by their Clerk **EDWARD JAMES HUMPHREYS**
of **2 Rows Terrace, Plough Bank, Montgomery, Powys SY15 6QD**

(hereinafter referred to as “the Landlord” which expression shall where the context admits include any person for the time being entitled to receive the rents of the land) of the one part

AND
of

.....
.....
(hereinafter referred to as “the Tenant” which expression shall where the context admits include the executors, administrators, assigns, successors or other persons deriving title from him) of the other part.

WHEREBY IT IS AGREED AND DECLARED as follows :
by way of separate individual notices given to each other on
the notice conditions of Section 1 of the *Agricultural Tenancies Act 1995* have been complied with.

1. The Landlord agrees to let and the Tenant agrees to take ALL THAT land more particularly described in the Schedule 1 and delineated on the plans attached hereto.
2. The tenancy shall commence on **1st April** and shall continue for a fixed term of **years**.
3. Either the Landlord or the Tenant may terminate this tenancy at the end of the term agreed in Clause 2 above by giving to the other a written notice to quit of at least twelve months but not more than twenty-four months such notice expiring on the last day of the term.
4. If neither party shall terminate the tenancy in accordance with Clause 3 above the tenancy shall continue from year to year until terminated by a valid notice to quit in accordance with Section 6 of the *Agricultural Tenancies Act 1995*.
5. The Rent at the commencement of the tenancy is per annum and thereafter shall be determined in accordance with the procedures set out in Schedule 2 to this agreement.

6. EXCEPTIONS AND RESERVATIONS TO THE Landlord
THERE are excepted and reserved from the tenancy the following :

- (i) All mines minerals quarries sand gravel chalk clay and natural gas
 - (ii) All timber and trees (except the fruit of trees) pollards saplings underwood
 - (iii) All game including nests and eggs of the same and (subject to the provisions of the *Ground Game Acts 1880 and 1906*) all wildfowl hares and rabbits with the exclusive right for the Landlord and all persons authorised by him to rear, preserve, kill, and take away the same and to shoot, hunt, hawk, sport and fish on or over the Holding
 - (iv) All existing rights of way
 - (v) All springs well ponds streams and watercourses with all the fish therein with power for the Landlord and all persons authorised by him (subject to sufficient water being left for the Tenant for domestic and agricultural purposes) to take and carry away water therefrom by means of pipes or otherwise and the exclusive right to fish in the said waters
 - (vi) The right for the Landlord and all persons authorised by him to enter with or without workmen horses vehicles machinery and plant on any part of the land for all or any of the above purposes provided that reasonable notice is given to the Tenant and that the Landlord will compensate the Tenant for any damage caused.
7. Notwithstanding the provisions of Clause 4 the Landlord has the right to enter onto the land for the following purposes provided that reasonable notice is given to the Tenant and that reasonable compensation is paid to the Tenant for any damage caused therein
- (i) the carrying out of repairs or replacement for which the Landlord is liable
 - (ii) providing or improving fixed equipment on the land which the Landlord has contracted with the Tenant to provide.

8. **OBLIGATIONS OF THE Tenant**

The Tenant agrees with the Landlord:

- (i) To pay the rent in the manner agreed in Schedule 2 of this agreement
- (ii) To comply with his obligations to repair and maintain fixtures in accordance with Schedule 3 to this agreement
- (iii) To his best endeavours to prevent trespass over any part of the farm and to notify the Landlord of any continued trespass
- (iv) To permit the Landlord to take proceedings against trespassers in the Tenant's name provided that the Landlord shall indemnify the Tenant against any costs arising under this Clause

- (v) On the death of the Tenant his executors or administrators or any person in whom the tenancy is vested immediately after the death shall within one month of the date of death give written notification of the death to the Landlord
- (vi) To use the holding for the purposes set out in Schedule 4 of this agreement.

9. OBLIGATIONS OF THE Landlord

The Landlord agrees with the Tenant:

- (i) To pay the Tenant or expend all sums of money received by him from the outgoing Tenant for dilapidations for which the Tenant is liable under the provisions of this agreement.
- (ii) To permit the tenant on his paying the rent, and performing and observing the obligations contained herein the peaceful and uninterrupted enjoyment of the land
- (iii) If the tenancy shall terminate before the end of the fixed term by reason of the Landlord lawfully recovering possession for non-agricultural purposes the Landlord shall pay reasonable compensation to the Tenant in accordance with provisions set out in Schedule 5 of this agreement
- (iv) Where game and sporting rights are reserved to the Landlord under Clause 6 of this agreement and where damage is caused to the Tenant's business in the exercise of those rights the Landlord shall pay reasonable compensation to the Tenant in accordance with the provisions of Schedule 5 of this agreement.

10. MUTUAL AGREEMENTS

It is mutually agreed between the Landlord and the Tenant:

- (i) In the event of the Tenant not performing his obligations under this agreement it shall be lawful for the Landlord to re-enter the land and terminate the tenancy and in particular if any of the following events occur:
 - (a) non-payment of rent
 - (b) the Tenant being adjudged bankrupt
 - (c) any other breach or non-observance by the Tenant of any of the agreements herein contained
- (ii) Any dispute between the Landlord and the Tenant shall be determined in accordance with the provisions of Schedule 6 of this agreement
- (iii) Any notice required to be given in accordance with this agreement or the provisions of the *Agricultural Tenancies Act 1995* shall be given in accordance with the provisions of Section 36 of that Act

- (iv) Any arrangements to accommodate Milk Quota shall be in accordance with Schedule 7 of this agreement
- (v) Any arrangements to accommodate Integrated Administration and Control System (IACS) shall be in accordance with Schedule 8 of this agreement.

Landlord's Signature

.....

Witnessed by (name)

.....

(address)

.....

Tenant's Signature

.....

Witnessed by (name)

.....

(address)

.....

SCHEDULE 1 – DESCRIPTION OF THE LAND

1. The land is approximately one acre and is commonly known as “**Plot Number**, **Churchstoke Allotments, at Old Churchstoke, Montgomery, Powys**”
2. The land at **Plot** is marked as field number on the map attached, delineated in dark outline.

SCHEDULE 2 – RENT PROVISIONS

1. The rent shall be fixed for the duration of the term at **£** **per plot per annum** and shall be payable in advance every year on the anniversary of the term commencement date.

SCHEDULE 3 – REPAIRS AND MAINTENANCE PROVISIONS

1. The Tenant shall repair and maintain all **FENCES, HEDGES, GATES, POSTS, STILES, DITCHES, AND WATER COURSES** in no worse condition than their condition at the date of the commencement of the tenancy, and shall make good all damage thereto occasioned by exercise of the tenancy.
2. The Tenant shall maintain internal and external boundaries to the required condition according to the responsibilities detailed as follows -
 - a) Boundary Hedges

Roadside	Tenant of Plot 1
West Side	Tenant of each Plot except garden of Pear Tree Cottage
East Side	Owner of The Pant Fields and Castle Ring
South Side	Owner of Todleth Hill property
 - b) Internal Boundary Wiring
Each Tenant within his / her own plot
 - c) Dividing Fences
Numbered 1 - 3 from road end of allotments

Fence 1	Tenant of Plot 2
Fence 2	Tenant of Plot 3
Fence 3	Tenant of Plot 4

SCHEDULE 4 – LAND USE PROVISIONS

1. The Tenant shall use the holding for agricultural purposes only unless the Landlord’s written consent has been obtained for any non-agricultural use.

2. For the duration of the term the Tenant shall farm in accordance with the Rules of Good Husbandry as set out in Section 11 of the *Agriculture Act 1947*.
3. The Tenant shall not keep on the land or allow onto the land any Bulls, Horses, Ponies, Donkeys, Asses, Goats, Pigs, or any vicious, unruly destructive, infected or diseased animal. In the event of the Tenant admitting any animal onto the land (whether by straying or any other way) in contravention of this clause, the Landlord shall be at liberty to treat the animal or animals as a trespasser and impound the same at the expense of the Tenant, and the Tenant shall be liable for all loss or damage occasioned by such animal.
4. The Tenant shall undertake not to sub-let any part or parts of the land to any other party unless by agreement with the Landlord.

SCHEDULE 5 – ADDITIONAL COMPENSATION PROVISIONS

1. Where the Landlord recovers possession of the whole or part or parts of the land for non-agricultural purposes the Landlord shall compensate the Tenant by way of payment of **1 year's rent** provided the Tenant shall make a claim in writing within two months of the termination of the tenancy.

SCHEDULE 6 – DISPUTES PROVISIONS

1. Any dispute arising between Landlord and Tenant shall be referred to arbitration under the provisions of Section 28 of the *Agricultural Tenancies Act 1995*.
2. If there is a dispute between the Landlord and Tenant in respect of any matter falling outside of the provisions for rent assessment or end of tenancy compensation for those matters set out in Part III of the 1995 Act, the dispute in question shall be referred to an independent third party in accordance with the provisions of Section 29 of the 1995 Act.

SCHEDULE 7 – SINGLE FARM PAYMENT PROVISIONS

Notwithstanding anything to the contrary in the tenancy agreement

1. A land transfer could occur during or after termination of the tenancy, and shall include
 - (a) sale of land
 - (b) changes of occupancy through termination of the tenancy or re-let of the land to another Tenant at the end of the tenancy
2. Where land transfer occurs during the cropping season and before 15th May, the parties to the transfer shall decide between them who is to apply

for and receive Single Farm Payments. Where agreement cannot be reached, then the dispute shall be settled in accordance with Schedule 6.

3. It is not necessary for the claimant to have sown seed or be in occupancy of the land at the time of the application, but the claimant must have occupied all the land he is claiming on at some time during the cropping or set-aside year before 15th May, and the period of occupancy must have been immediately before or immediately after the transfer.
4. For land transfers after 15th May, payments will be made to the occupier who submitted the application before 15th May.

End of schedules