

# LIMITED DURATION TENANCY

Between

and

Subjects



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**LEASE**

between

[ ] (who and  
whose successors in title to the subjects  
hereinafter let being hereinafter called "**the  
Landlord**")

OF THE ONE PART

and

[ ] (hereinafter called "**the  
Tenant**")

OF THE OTHER PART

The Landlord IN CONSIDERATION of the rent and of the Tenant's obligations hereinafter specified HEREBY LETS to the Tenant but excluding all assignees (whether legal or conventional) sub-tenants creditors managers for creditors and successors except as and to the extent permitted in terms of a) Section 16 of the Succession (Scotland) Act 1964 as amended and Section 21 of the Agricultural Holdings (Scotland) Act 2003 (hereinafter called "the 2003 Act") and b) Section 7 of the 2003 Act, ALL and WHOLE the subjects known as [ ] (hereinafter referred to as "the Farm") which subjects form part and portion of [ ] all as the said Farm is shown delineated in [ ] on the Plan annexed and signed as relative hereto, [and all as the said subjects are shown on the Details of Areas, Fields and Enclosures, ] [forming / both of which form] **Schedule F** annexed and executed as relative hereto TOGETHER WITH the benefit of all existing rights and wayleaves for the water supply and drainage and all existing rights of access to the subjects over the existing access tracks and roads and all on the following Terms and Conditions,

including the Schedules annexed and signed as relative hereto which Schedules are deemed to be incorporated within this Lease

## **1.0 LIMITED DURATION TENANCY**

The tenancy created by this Lease (hereinafter called "the Tenancy") is a Limited Duration Tenancy in terms of Section 5 of the 2003 Act

## **2.0 COMMENCEMENT and DURATION**

2.1 The Tenancy shall commence notwithstanding the dates hereof on [ ] (hereinafter called "the **Entry Date**") which date is hereby deemed to be the date on which the Tenant takes possession of the Farm in terms of this Lease

2.2 The Tenancy shall subsist from the Entry Date until [ ] (hereinafter called "the **Expiry Date**")

2.3 Notwithstanding any overpayment of rent or any other actings of the parties the Tenant shall have no right to remain in occupation of the Farm from and after the Expiry Date

## **3.0 RENT**

3.1 The annual rent payable by the Tenant to the Landlord shall be [ ] POUNDS (£) STERLING together with Value Added Tax if properly payable thereon in terms of Clause 3.5 of this Lease (hereinafter called "the **Annual Rent**" which expression shall also refer to any amount of annual rent payable by the Tenant to the Landlord as a result of any

variation thereof determined in terms of this Lease or by agreement between the Landlord and the Tenant)

3.2 The Annual Rent shall be payable by the Tenant to the Landlord (whether or not demanded in writing and whether or not the Landlord is in breach of any of the obligations of the Landlord contained in this Lease or applicable to the Landlord by statute unless withheld in terms of Section 12 of the 2003 Act) in two equal half-yearly portions in advance and that on the following dates:-

- a) [ ] each year; and
- b) [ ] each year

by equal installments of [ ] POUNDS (£) STERLING

3.3 Notwithstanding the terms of Clause 3.2 hereof the amount of rent payable by the Tenant to the Landlord from the Entry Date to [ ] for the period from the Entry Date to that last-mentioned term shall be [ ] POUNDS (£) STERLING

3.4 The rent shall be paid by Standing Order to the client's account of [ ]

3.5 The Landlord shall be entitled to charge interest on any part of the Annual Rent not paid to the Landlord within 21 days after the date on which that part of the Annual Rent is due for payment in terms of this Lease and such interest shall be at an annual rate of 5% above the base

rate for the time being of the Bank of Scotland calculated on a daily basis from the date occurring 21 days after the date on which the unpaid part of the Annual Rent is due for payment to the date on which that part of the Annual Rent is received by the Landlord (such provision for interest being with reference to any outstanding and unpaid sum due by the Tenant to the Landlord or by the Landlord to the Tenant in terms of this Lease hereinafter called "the **Interest Provision**").

3.6 The Landlord may at the sole option of the Landlord elect to waive exemption from Value Added Tax in respect of the Farm or in respect of greater subjects of which the Farm forms a part in which event Value Added Tax shall be charged by the Landlord and shall be payable by the Tenant in exchange for a valid Value Added Tax invoice in relation to each part of the Annual Rent payable in terms of this Lease and such Value Added Tax shall be treated for the purposes of this Lease as forming part of the Annual Rent

3.7 Acceptance by the Landlord of any part of the Annual Rent shall not be deemed to be an acknowledgement by the Landlord that the Tenant has complied with the terms of this Lease

#### **4.0 PURPOSE OF THE LET**

The Farm is let as a [ ] farm for the production of [ ]



## **5.0 INGOING and OUTGOING VALUATIONS**

5.1 Other than as is specified in **Schedule E** annexed and signed as relative hereto and deemed to be incorporated in this Lease no ingoing or outgoing valuations shall be carried out and no payment shall be due to or by either the Landlord or the Tenant as at the Entry Date or as at the date on which the Tenancy terminates for whatever reason and in whatever circumstances (hereinafter called "the Termination Date") in respect of growing crops manurial values feeding stuffs fuel fertilisers and sprays on the Farm

5.2 If such ingoing or outgoing valuations are so specified in the said **Schedule E** any sum payable in relation thereto shall be paid within 14 days of the amount thereof being made known in writing to the party due to make payment thereof and the Interest Provision shall apply to any such sum

## **6.0 BURDENS and CONDITIONS**

The Tenancy of the Farm shall without any compensation being due to the Tenant in respect thereof be subject to

6.1 all existing servitude rights wayleaves agreements real burdens and title conditions affecting the Farm as at the Entry Date whether formally constituted or not and

6.2 the reservations in favour of the Landlord all as specified and contained in **Schedule B** annexed and signed as relative hereto and

deemed to be incorporated in this Lease

**7.0 TENANT'S OBLIGATIONS**

The Tenant hereby accepts and shall be bound and obliged to observe and comply with all the terms and conditions specified and contained in **Schedule C** annexed and signed as relative hereto and deemed to be incorporated in this Lease

**8.0 LANDLORD'S OBLIGATIONS**

The Landlord hereby accepts and shall be bound and obliged to observe and comply with all the terms and conditions specified and contained in **Schedule D** annexed and signed as relative hereto and deemed to be incorporated in this Lease

**9.0 CONDITION OF THE FIXED EQUIPMENT**

Save as may otherwise be implied or expressly stated in this Lease the Landlord and the Tenant agree that the fixed equipment on the Farm is as specified in **Schedule A** is in a thorough state of repair and is suitable and sufficient in all respects to enable the Tenant to maintain efficient production on the Farm as respects both the kind of produce specified in Clause 4.0 of this Lease and the quality and quantity of such produce

**10.0 RECORD OF CONDITION**

A record of condition of the fixed equipment on the Farm as specified in **Schedule A** as aforesaid and such additional fixed equipment as the Landlord shall provide during the course of the Tenancy shall be made within three months of the Date of Entry or the date on which such additional fixed equipment is provided as the case may be by a person to be appointed by agreement between the parties but in the absence of such agreement the

Chairman of the Royal Institution of Chartered Surveyors in Scotland shall on the application of either party appoint a person to make the record the cost of which shall be shared equally between the parties and the record shall be in such form as the parties shall agree or in the absence of agreement as the recorder considers appropriate

#### **11.0 DEDUCTION FROM PAYMENTS**

Any sums due to the Landlord by the Tenant in respect of the Annual Rent or of any breach by the Tenant of any of the obligations of the Tenant specified in this Lease or by statute or of any injury dilapidation or deterioration of or damage to the Farm or otherwise shall as the Landlord may deem fit be deducted from any sums payable by the Landlord to the Tenant at any time during the Tenancy or at the Termination Date whether or not such sums as are payable to the Landlord shall either be of a liquidate character or not or be recoverable by action or otherwise

#### **12.0 NOTICES**

Any notices requiring to be served in pursuance of any of the provisions contained in this Lease may be given and served in the manner prescribed by the applicable provisions of the 1991 Act and notices to the Landlord shall be deemed effectively served if addressed to the Landlord and served upon the Landlord or upon such agent or at such other place as the Landlord may from time to time appoint for that purpose by notice in writing given to the Tenant and notices to the Tenant shall be deemed effectively served if sent by the Landlord or by such agent on behalf of the Landlord to the Tenant by registered post to the Tenant at the Tenant's last known address.

#### **13.0 DILIGENCE**

Upon any seizure by the Landlord under diligence for rent the Landlord shall not be obliged to sell any hay straw or crops upon the terms under which the same may be removed from the Farm but may exercise the power of sale of

poinded goods conferred by statute by selling the same subject to the condition that such produce shall be consumed on the Farm or subject to such other condition as shall secure that the full manurial value of such hay straw or crops shall be returned to the Farm

#### **14.0 IRRITANCY**

14.1 This Lease and the Tenancy shall become null and void and the Landlord shall be at full liberty on giving not less than two months prior notice in writing to the Tenant in terms of Section 18(7) of the 2003 Act to put an end to the same and to resume possession of the Farm without due process of law and without prejudice to any claim which the Landlord may have against the Tenant under this Lease and that whether or not the Landlord is in breach of any of the obligations of the Landlord in terms of this Lease or by statute in the event of

14.1.1 the Tenant granting an assignation of this Lease or any sub-tenancy of the whole or any part of the Farm (except the granting of an assignation under S7 of the 2003 Act) under declaration that it will not be competent for the Tenant to sub-let all or part of the Farm under any circumstance.

14.1.2 the Tenant allowing any part of the Annual Rent to remain unpaid for three months after it has become due for payment in terms of this Lease or

14.1.3 the Tenant failing to cultivate and/or stock the Farm according to the rules of good husbandry or

14.1.4 the Tenant being an individual becoming apparently insolvent or divesting himself of the Farm by trust deed for behoof of creditors or otherwise or if a poinding or diligence of his effects

shall be executed which would prejudicially affect the operation of the Farm or

14.1.5 the Tenant being a company becoming affected by any order or resolution requiring it to be placed into liquidation receivership or administration or whereby it is wound up or struck-off or

14.1.6 the Tenant being a Partnership having a partner who becomes apparently insolvent or if a poinding or diligence of his effects or those of the Partnership shall be executed which would prejudicially affect the operation of the Farm or

14.1.7 the Tenant having received written notification from the Landlord requiring the Tenant to implement or observe any particular condition or conditions of this Lease within a specific and reasonable time failing timeously in any way to implement or observe such condition or conditions or any other condition or conditions of this Lease as is or are specified in such written notification and failure to implement and observe which is of a material nature and prejudicial to the interests of the Landlord

14.2 If the Lease and the Tenancy do so become null and void

14.2.1 the Tenant shall continue to be liable for the whole prestations and be bound to implement and fulfill the whole conditions and provisions incumbent on the Tenant in terms of this Lease up to the time fixed for the Tenant's removal from the Farm and

14.2.2 the Tenant shall continue to be so liable notwithstanding that the Landlord is in breach of any of the obligations of the Landlord to the Tenant under this Lease or by statute

## **15.0 EXPENSES of LEASE**

15.1 The Landlord and the Tenant shall each bear their own legal expenses incurred in the preparation adjustment and completion of this Lease

15.2 The Tenant shall bear :-

15.2.1 the stamp duty land tax exigible in respect of this Lease and

15.2.2 if registration of this Lease for preservation and execution is agreed by the Landlord and the Tenant as necessary the costs of such registration and the costs of two extracts of this Lease (one for each party)

#### **16.0 CLAUSE HEADINGS**

The headings of the Clauses of this Lease do not form part of the text of this

#### **17.0 CONSENT to REGISTRATION**

The Landlord and the Tenant hereby respectively consent to the registration of this Lease for preservation and execution IN WITNESS WHEREOF

**SCHEDULE A**

**referred to in the foregoing Lease**

**LIST OF FIXED EQUIPMENT  
RECORD OF CONDITION**

## **SCHEDULE B**

### **referred to in the foregoing Lease**

#### **RESERVATIONS IN FAVOUR OF THE LANDLORD**

There are excepted from the Farm and the Tenancy and reserved to the Landlord

##### **B.1 Mines and Minerals**

all mines minerals and quarries including without limitation sand and gravel in and under the Farm or any part thereof with power to the Landlord and all persons authorised by the Landlord to search for and work and remove the same (with power to let down the surface or any buildings erected or to be erected thereon in the exercise of the aforesaid powers) subject to the Landlord making to the Tenant reasonable compensation for damage thereby done to the surface or buildings or crops and an abatement of rent in respect of the surface land or buildings of which the Tenant may be deprived by reason of the exercise of any of such powers as aforesaid

##### **B.2. Timber**

all woods, trees, brushwood and plantations (with grass therein) and the ground occupied by them on the Farm; with power on payment for or reinstatement of surface damage: (a) to cut, prune and remove the same and to plant others in their place or along the hedges, fences, roads and marches; (b) to fence the same and also the stools of trees and shrubs when cut; (c) to pasture or cut and remove the grass growing within the same; (d) to enclose any unenclosed woods and plantations, all without compensation to the



Tenant, it being understood that all pasturage or woodlands occupied by the Tenant will be so occupied by mere tolerance and may be withdrawn at the Landlord's option; and (e) to haul wood through the Farm from the woods and plantations thereon or from neighbouring woods and plantations: The Tenant is specifically prohibited from affixing nails, staples and any other objects to any trees on the Farm and if any trees, woods or plantations and the fences round the same shall be destroyed or injured by the Tenant or by any of the Tenant's servants or livestock, the Tenant shall be liable to the Landlord for the resultant damage done.

### **B.3 Water and drainage**

all water in streams or springs with access thereto with power to regulate the flow, to alter the route of any watercourses and to conduct springs and streams of water from or through the Farm. The Tenant is expressly prohibited from using the water supplies for any purpose and from causing any pollution of water on, adjoining or flowing through the Farm and, without the prior written consent of the Landlord, from irrigating the Farm or any part thereof. In particular the Tenant shall avoid causing any pollution to any water supplies flowing from or through the Farm and shall give to the Landlord not less than twenty four hours' notice of any farming operations, such as spraying or sheep dipping, which might conceivably affect any such water supplies;

### **B.4 Grant of Wayleaves etc**

the right to grant any wayleaves servitudes and licences to any public or local authority or public utility company or other companies or persons, and without predudice to the foregoing generality, the right to contract with third parties

to erect, built or install Renewable Energy Developments, Radio Masts or Telecommunication Apparatus on the Farm, with the right to authorise employees and agents of such parties with or without vehicles machinery and plant to enter upon the Farm and carry out their works (they paying reasonable compensation for surface damage and crops lost) together with the benefit of all wayleaves servitudes and licences now existing or hereinafter granted under this Clause and all rents and other payments reserved thereby but not including the Tenant's portion of any compensation for any such wayleaves servitudes and licences together with the right to receive and to retain all if any income or other payments due in respect of any wayleaves and servitude rights burdening or affecting the Subjects or any part or parts of it howsoever constituted and whether constituted before or after the Entry Date

#### **B.5 Entry for Repairs**

power to enter the Farm and execute essential repairs for which the Tenant is liable and which the Tenant has failed to carry out within the period specified by notice in writing given by the Landlord to the Tenant and declaring that

B.5.1 the whole or the proportionate part of the expenses thereof (as the case may be) for which the Tenant is liable shall be payable by the Tenant forthwith after such repairs have been executed and shall be recoverable in the same manner as rent in arrears and shall be subject to the Interest Provision and

B.5.2 nothing in this Clause shall relieve the Tenant from any liability incumbent on the Tenant to execute repairs

#### **B.6 Right of Entry**

the right to the Landlord and all persons authorised by the Landlord to enter

upon the whole or any part of the Farm with or without workmen vehicles animals machinery plant implements and other articles necessary for the due and proper exercise and enjoyment of the Landlord's fights herein reserved and for all reasonable purposes (including sporting hunting and recreational purposes) connected with the Farm and any neighbouring subjects belonging to the Landlord including without prejudice to that generality fights of access over the Farm exercisable by the Landlord and all persons authorised by the Landlord in order to gain access to those properties adjacent to but which do not form part of the Farm but subject to reasonable compensation being paid to the Tenant for any damage caused in the exercise of such fights and powers

**B.7 Resumption of Possession of the Farm or any portion thereof**

the right to resume possession at any time of the Farm or any portion thereof in terms of Section 17 of the 2003 Act.

**B.8 Fishing and Shooting Rights**

the right to the Landlord and all those duly authorised by the Landlord to:- a) fish by any lawful means in all lochs, ponds, rivers or streams on or passing through the Subjects and b) to take, by all lawful means, the whole ground and winged game, deer, hares, rabbits, wildfowl and any other birds and animals or *ferae naturae*, which it is lawful to take and kill on the Farm with (i) the exclusive right of sporting, hunting, shooting, coursing, trapping and snaring, subject to the Tenant's right under the Ground Game Act 1880, as amended and (ii) power to rear and feed game and wildfowl on the Farm, and to plant game crops, declaring that the planting of same shall not constitute resumption,: And subject as aforesaid the Tenant, so far as in his power, shall protect the game, deer and wildfowl on the Farm and prevent poachers and others from trespassing thereon and in the adjoining plantations and shall

immediately give notice of poaching, suspected poaching or actions by the public in contravention of Part I of the Land Reform (Scotland) Act 2003 to the Landlord. Any employee of the Tenant found guilty of poaching or of any allied offence shall immediately be dismissed by the Tenant on request by the Landlord. [The period of twelve months ending 31<sup>st</sup> October in each year shall be substituted for the calendar year for the purposes of Section 52(2)(b) of the 1991 Act;]

#### **B.9 Power to Alter Marches**

power to (i) alter marches and (ii) exchange land with any neighbouring proprietor on neighbouring vacant or tenanted and owned by the Landlord, an appropriate adjustment of rent being made in any such case on the basis of the annual value of any additions to or deductions from the Farm, which adjustment will, failing agreement, be fixed by arbitration;

## **SCHEDULE C**

### **referred to in the foregoing Lease**

## **OBLIGATIONS OF THE TENANT**

The Tenant shall be bound and obliged

### **C. 1 Prohibition against Assignment/Sub-Letting/Improper Use**

C. 1.1 not to assign the foregoing Lease or to sub-let or part with possession of the Farm or any part thereof, except in accordance with Section 7 of the 2003 Act under declaration that it will not be competent for the Tenant to sub-let all or part of the Farm under any circumstance.

C.1.2 The Tenants shall use the Farm only as agricultural land as defined by Section 93 of the 2003 Act and for no other purpose and in particular shall not use or permit the same or any part thereof to be used (except as aforesaid) for (a) pig farming or other intensive forms of agricultural operation, (b) the display of advertisements, (c) camping except by a person exercising access rights under Part 1 of the Land Reform (Scotland) Act 2003 or (d) the parking of caravans or other vehicles or for the purposes of fairs, racing, coursing or bathing by the public. The Tenant shall not dump or permit others to dump rubbish on the Farm.

C.1.3 not to do or suffer to be done on the Farm anything which may be or become a nuisance or annoyance to the Landlord or the owner or occupier of adjoining or neighbouring property and to indemnify the Landlord in respect of all claims by third parties in respect thereof and

associated expenses provided the Tenant is given the opportunity of contesting such claims

C. 1.4 not without the previous consent in writing of the Landlord to let or licence grazing on the Farm or take to feed thereon stock belonging to any person other than the Tenant

**C.2 Council Tax etc**

to relieve the Landlord in respect of any Council Tax or Local Authority Rates or other such charges exigible in respect of any part of the Farm during the Tenancy

**C.3 Good Husbandry**

C.3.1 at all times to cultivate and/or stock and manage the whole of the Farm in accordance with the rules of good husbandry as contained in the Sixth Schedule of the Agriculture Act 1948 and so as not to impoverish or devalue the Farm and to keep and leave the same clean and in good heart and condition at the Termination Date

C.3.2 at all times to ensure that whilst making adequate provision for water supply for consumption by any stock on the Farm not to cause a diminution of the existing water supply serving other properties

C.3.3 always to keep the Farm fully stocked and equipped with his own stock and crop and to manage, manure, labour and crop the Farm as an arable/mixed stock only, according to the rules of good husbandry in all respects;

C.3.4 not to break up the ground designated as permanent pasture on the said

plan without the prior written permission of the Landlord or to plough or cultivate the land within fifteen feet of any water courses;

C.3.5 not to sell or remove from the Farm, but to consume thereon, the whole straw, hay, silage and turnips and other fodder growing yearly thereon (except potatoes) unless provision has been made for the return to the Farm of the full equivalent manorial value of all crops sold off or removed from the Farm and to apply to the Farm yearly the whole during made thereon;

C.3.6 not to permit any livestock for the time being on any part of the Farm to be treated in such a manner as to cause unnecessary pain or unnecessary distress and to remove the carcasses of all fallen stock or bury the same (where that is permitted) forthwith in accordance with law;

C.3.7 not without the previous consent in writing of the Landlord to remove any turf or top soil, or dyke or stone from the Farm;

C.3.8 to keep all hedges neatly cut and not to remove or destroy any hedges on the Farm;

C.3.9 to cut or spray all thistles, nettles, dockens, ragwort and other weeds on the Farm once before they come into flower and again in August each year and to take all practicable steps to prevent the growth of wild oats and the spread of whins and bracken;

C.3.10 to keep down all moles, rats and other vermin on the Farm and spread all molehills;

C.3.11 in connection with the burning of any straw left on any stubble after harvest to take all necessary steps to prevent fire from spreading to adjoining hedges plantations belts fences or any other part of the Farm or adjoining land and, without prejudice to the foregoing generality, to comply with the requirement of the Code entitled "Straw and Stubble Burning and Muirbum Practice" or any other requirements of any other applicable code or any amendment or replacement of the same and in the event of damage occurring to the such hedges plantations belts fences or any other part of the Farm or adjoining land to pay the full cost of re-instating the same together with full compensation for loss of timber or other property and for damage caused to the Landlord's interests, and in the event of the destruction by fire of harvested crops grown on the Farm for consumption thereon to return to the Farm the full equivalent manorial value of the crops destroyed in so far as the return thereof is required for the fulfilment of the Tenant's responsibilities to farm in accordance with the rules of good husbandry

C.3.12 not to apply any chemicals or other preparations in such manner as to cause damage to hedges, crops, game birds or other wild creatures (whether on the Farm or on any adjoining land) and forthwith to make good or pay compensation for any damage caused by the breach of this condition to the property of the Landlord or any third party;

C.3.13 to reclaim any areas of waste ground on the Farm which are capable of being reclaimed;



C.3.14 not to use any part of the Farm for the purposes of a dairy farm, market garden, commercial flower or vegetable cultivation or any non-agricultural purpose.

C.3.15 when requested to do so by the Landlord to have taken a proper analysis of the soil on the Farm (or on such part thereof as may be specified by the Landlord) by such Ministry or Body as the Landlord may specify and make the results available to the Landlord;

C.3.16 to comply with the conditions attaching to all agri-environment and other schemes entered into by a previous occupier of the Farm which have not expired and to indemnify any such previous occupier or occupiers from and against all costs, claims and expense (including reclaim of grants received) resulting from his failure so to do.

C.3.17 On being notified by the Landlord of days on which he proposes to shoot or stalk not to gather sheep or otherwise disturb the grouse or deer within the three days prior to any such day or on the day itself.

C.3.18 Not to contravene any provision of the Wildlife and Countryside Act 1981 as amended or any regulations thereunder nor EC Council Directives 79/409 and 92/43 (the Birds and Habitats Directives) or any regulations made pursuant to those directives.

C.3.19 to spread annually on the Farm any manure and compost produced and made thereon during that season or the previous season and at the Termination Date to leave carefully stored all such manure and

compost not already spread

#### **C.4 Environmental Protection**

To comply with all applicable Codes of Practice associated with the control and/or treatment of contaminative substances and control of pollution upon the Farm including without prejudice to the foregoing generality the Code of Practice entitled "Prevention of Environmental Pollution from Agricultural Activity" and any amendment or replacement thereof or any similar Code of Practice and to indemnify the Landlord against any claims demands liabilities and penalties arising or imposed (whether before or after the Termination Date) as a result of the Tenant's failure so to comply

#### **C.5 Fixed Equipment**

C.5.1 to maintain the fixed equipment specified in Schedule A of the foregoing Lease (or any variation thereof as may be agreed by the parties) in a thorough state of repair natural decay and fair wear and tear excepted and generally in a clean neat and tidy condition

C.5.2 to leave all such fixed equipment in like condition and repair at the Termination Date

C.5.3 to pay a *pro rata* proportion along with all other users of the reasonable costs incurred for the maintenance to at least the standard applicable as at the Entry Date of the private roads all of which the Tenant is hereby authorised to use for all purposes permitted in terms

of the foregoing Lease

- C.5.4 to restore and re-instate any damage caused by the Tenant to any pipe tank or other apparatus used for drainage or for the supply of water to any part of the Farm or any part of any neighbouring property belonging to the Landlord
- C.5.5 to take all steps to ensure unrestricted vehicular and pedestrian access at all times by and over all existing access tracks and roads for the benefit of the occupiers for the time being of any neighbouring property belonging to the Landlord
- C.5.6 not to impede or allow to be impeded the drainage system or the water supply serving any property and regularly to scour all open drains watercourses and ditches on the Farm and to leave them clean and

## **C.6 Insurance**

- C.6.1 to maintain a third party liability insurance policy to cover the Tenant in a sum fully sufficient to cover, against claims arising out of damage to property or injury to persons (including death) on the Farm and being such figure as may be mutually agreed and at no less a level than is customarily considered prudent and to indemnify the Landlord against any costs claims or liability thereby arising
- C.6.2 not to do or permit or suffer anything by reason whereof any insurance effected on the Farm may be rendered void or voidable or any insurance monies may be wholly or partially irrecoverable
- C.6.3 to comply with all recommendations of the insurance company as to

fire precautions relating to the Farm and to take all necessary steps to minimise claims arising out of the damage to property or injury to person (including death) on the Farm

C.6.4 to insure to their full value all dead stock on the Farm and all harvested crops against damage by fire

## **C.7 Records**

to keep at the Tenant's expense and on the request of the Landlord to produce at any reasonable times both during the Tenancy and after the Termination Date copies of

C.7.1 all forms required under the Integrated Agricultural Control System and any similar Scheme amending or replacing the same

C.7.2 true records of all cropping and livestock

C.7.3 all Quota allocations (or equivalent)

C.7.4 all Single Farm Payment ("SFP") entitlement allocations

C.7.5 all necessary vouchers of all hay straw and any other produce sold off the Farm and the provisions made for the return to the Farm of the full equivalent manurial value thereof and

C.7.6 the provisions made to protect the Farm from injury and deterioration in consequence of the exercise by the Tenant of his right to cropping and disposal of produce under Section 7 of the Agricultural Holdings Act (Scotland) 1991 Act as amended declaring that the Tenant shall permit the Landlord to obtain and shall not object to or obstruct the

Landlord from obtaining all relevant information held in respect of the Farm and the produce and livestock thereon and all *Quotas* and/or SFP entitlement relating thereto from the relevant Government Department or other competent authority

#### **C.8 Production of Notices**

to advise the Landlord forthwith of any notice served under the provisions of any Statute or Order affecting the Farm or the interest of the Landlord or the Tenant in the Farm such obligation being in addition and without prejudice to any duty imposed on the Tenant by the general law to give notice to the Landlord of any writ notice or instrument served on the Tenant other than those above-mentioned where the Tenant is bound to give notice to the Landlord

#### **C.9 Compliance with Notices**

C.9.1 to comply with all requirements of any competent authority relative to the statutory designation of the Farm or any part thereof including without limitation any designation of the Farm or any part thereof as an Environmentally Sensitive Area or a Site of Special Scientific Interest or a Special Area of Conservation or a National Scenic Area or a National Park or a Listed Building or an Ancient Monument or any such similar designation which now applies or which may apply in the future to the Farm or any part thereof

C.9.2 to comply at once with and give effect to every direction or notice duly made and served upon the Tenant by a competent authority

C.9.3 not to do or suffer to be done or omitted any act matter or thing in or on the Farm which shall be a contravention of the Town and Country Planning (Scotland) Acts or any Order Regulation or direction in pursuance thereof and

C.9.4 at all times to indemnify the Landlord against all actions proceedings penalties costs charges claims or demands in respect of any breach of this paragraph

#### **C.10 Tenant's improvements**

not to alter or add to any building or other fixed equipment specified in Schedule A to the foregoing Lease (or any variation thereof as may be agreed by the parties) nor erect new buildings or other fixed equipment nor carry out any capital improvement on the Farm unless with the prior written consent of the Landlord which shall not be withheld where the proposed improvement is reasonable and desirable on agricultural grounds for the efficient management of the Farm

#### **C. 11 Last year of Tenancy**

in the last year of the tenancy

C.11.1 not to sell off or remove from but to consume on the Farm all grasses hay straw fodder or root crops (other than potatoes and other vegetable crops) whether harvested or not in the last year of the Tenancy or remaining unconsumed from previous years and to leave properly stacked at some convenient place on the Farm for the use of the

Landlord or the incoming tenant a reasonable quantity of all such grasses hay straw fodder and roots remaining unconsumed on the Termination Date

C.11.2 to do all cultivations sowings plantings and other things in accordance with the rules of good husbandry up to the Termination Date as if the Tenant were a continuing tenant and to leave the Farm so as to allow the continuance of a proper standard of cropping and husbandry

C.11.3 if so required to give possession to the Landlord or the incoming tenant of any fields on the Farm after the crop therein is harvested the Landlord making to the Tenant an appropriate rental allowance

C.11.4 to farm and cultivate the Farm as reasonably required in writing by the Landlord

C.11.5 not without the written consent of the Landlord to plough up any temporary pasture sown less than three years prior to the Termination Date without previously giving the Landlord the option to purchase the same at valuation

## **C.12 Yielding up/Dilapidations**

C.12.1 at the Termination Date quietly to yield up the Farm with the fixed equipment thereon with vacant possession of every part thereof and in a condition consistent with the due performance by the Tenant of all the Tenant's obligations in terms of the foregoing Lease or statute declaring that in the case of the fixed equipment specified in Part 2 of Schedule A to the foregoing Lease (or any variation thereof as may be agreed by the parties) the condition shall be as provided for in the Record of Condition referred to Clause 10 of the foregoing Lease

natural decay and fair wear and tear excepted failing which the Tenant shall pay to the Landlord an amount equal to the cost of restoring the fixed equipment to the condition identified in the said Record of Condition



### **D.3 Replacement of Fixed Equipment**

During the Tenancy to effect such replacement or renewal of the said buildings and other fixed equipment as may be rendered necessary by natural decay or fair wear and tear

### **D.4 Insurance Provisions**

To insure to their full value all buildings specified in the Part 2 of Schedule A to the foregoing Lease (or any variation thereof as may be agreed by the parties) and in the event of damage by fire to any such building to reinstate or replace the building if its reinstatement or replacement is required for the fulfilment of the Landlord's responsibilities to manage the Farm in accordance with the rules of good estate management

**SCHEDULE E**

**referred to in the foregoing Lease**

**INGOING AND OUTGOING VALUATIONS**

## **SCHEDULE F**

**referred to in the foregoing Lease**

### **Part 1**

#### **LIST OF AREAS**

**Enclosure Nos.**

**Field Nos**

**Area (ha)**

