

UNEQUIPPED LAND AGREEMENT

AN AGREEMENT made the 15th day of December 1992  
BETWEEN THE SUE RYDER FOUNDATION (hereinafter called "the Landlord") of the  
first part and HORRELL FARMERS LIMITED of Grove Farm, Longthorpe, Peterborough,  
Cambridgeshire PE3 6LZ (hereinafter called "the Tenant") of the second part

1. IN this Agreement the word "Landlord" means The Sue Ryder Foundation and its successors or other persons from time to time entitled to the reversion immediately expectant on the tenancy hereby created and the word "Tenant" includes the persons from time to time entitled to the tenancy hereby created WHEREBY IT IS AGREED AND DECLARED as follows:-

2. THE Landlord hereby lets and the Tenant hereby takes ALL THAT THOSE pieces or parcels of Land containing 45.47 acres or thereabouts (hereinafter called "the Holding") situate in the Parishes of Longthorpe in the County of Cambridgeshire more particularly described in the First Schedule hereto and delineated and shown edged pink on the plan annexed hereto TOGETHER with the rights and easements appurtenant to the Holding specified in the Third Schedule hereto EXCEPTING AND RESERVING Unto the Landlord as is set out in the Fourth Schedule hereto and SUBJECT to all public and private rights of way and all other rights easements and agreements which affect the Holding and also the rights of the outgoing tenant FROM the 11th day of October 1991 to the 10th day of October 1992 and thereafter as Tenant from year to year PAYING unto the Landlord the yearly rent of 1500.00 pounds to be paid by equal half yearly payments in arrear upon the 5th day of April and the 11th day of October in every year the first half yearly payment (or a due proportion thereof) to be made on the 5th day of April 1992 and the last half yearly payment to be made in advance on the half yearly day immediately preceding the determination of the said term AND ALSO such additional yearly rents as may be determined in accordance with Section 13 of the 1986 Act such additional rents to be paid half yearly upon the days aforesaid and with effect from the date of completion of the improvement to which such increase of rental value shall be attributable (which foregoing date shall for the purposes hereof be the date at which the said improvement is first capable of use) the first payment of such additional rent to be made on the half yearly day next after the date of completion of the improvement as aforesaid as to which date the certificate of the Landlord for

the time being of the rents and profits of the Holding shall be conclusive. The said yearly rent together with any additional rents as foresaid shall continue to be payable until such time as a different rent shall be substituted therefor by agreement or by arbitration under the provisions of the 1986 Act which thereafter shall be the rent Any agreement by which a new rent for the Holding is agreed shall unless otherwise specifically stated be deemed to be made under this clause and not to create a fresh tenancy agreement. All such rents shall be paid to the Landlord free from all deduction whatsoever (except Owner's Drainage Rates)

3. THE Tenant AGREES with the Landlord to observe and perform the agreements provisions conditions and stipulations set out in the Fifth Schedule hereto

4. THE Landlord agrees with the Tenant to observe and perform the agreements provisions conditions and stipulations on the part of the Landlord to be observed and performed as set out in the Sixth Schedule hereto

5. THE parties hereto agree and declare as set out in the Eighth Schedule hereto

6. (a) Any reference to a specific statute includes any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder and any general reference to "statute" or "statutes" includes any regulations or order made thereunder

(b) In this Agreement, the expression "fixed equipment" has the meaning given by Section 96(1) of the 1986 Act

(c) In this Agreement the singular of the Tenant includes the plural and the male includes the female

(d) If the Tenant consists of two or more persons then the tenant's agreements herein contained are joint and several

As Witness the hands of

authorised

by the Sue Ryder Foundation and of the Tenant Horrells Farmers Limited

*\* Signed  
Sue Ryder  
21/10/86*

*Ryder of Lonsan  
Robert Ziegler*

THE FIRST SCHEDULE  
Description of the Holding

| <u>Parcel No</u> | <u>Total Acreage</u> |   |               | <u>Description</u> |
|------------------|----------------------|---|---------------|--------------------|
|                  | <u>(Arable)</u>      | <u>(Pasture)</u>                        | <u>(Misc)</u> |                    |
| Pt 2973          |                      | 15.20                                   |               |                    |
| Pt 3562          |                      | 0.22                                    |               |                    |
| Pt 2956          |                      | 6.72                                    |               | Old Avenue         |
| 0142             | 23.33                |   |               |                    |
| Sub Total        | 23.33                | 22.14                                   |               |                    |
| TOTAL            | <u>45.47</u>         | acres for the 3 fields plus the avenue. |               |                    |

THE SECOND SCHEDULE

(Every article or thing fixed on the Holding not specified in this Schedule belongs to the Landlord)

THE THIRD SCHEDULE

RIGHTS AND EASEMENTS GRANTED TO THE TENANT

Full right and liberty at all times and for the purposes in common with the Landlord and all other persons who now have or may hereinafter have a like right to pass and repass with or without animals and vehicles over the roads and tracks shown coloured yellow and on foot only over the paths shown coloured blue on the plan annexed hereto ~~Subject to the Tenant paying to the Landlord on demand a proportion (to be determined by the Landlord) of the cost of repairing and maintaining the same.~~

## THE FOURTH SCHEDULE

### EXCEPTIONS AND RESERVATIONS in favour of the Landlord

1. SUBJECT to the provisions of the Ground Game Act 1880 (as amended by Section 12 of the Wildlife and Countryside Act 1981) and the Ground Game (Amendment) Act 1906 ALL that the right of Sporting by shooting or fishing and of taking away all pheasants partidge grouse and blackgame and all birds listed in the Second Schedule to the Wildlife and Countryside Act 1981 and their nests and eggs and all fish deer hares rabbits and pigeons and the right of trapping and destroying vermin and also the right for the purposes of preserving or rearing game and wildfowl to enter onto the Holding (and Also the right to hunt or permit hunting with horse and hound)
2. ALL springs of water or other wells ponds streams and watercourses with all fish therein with a right for the Landlord and all persons authorised by the Landlord of access thereto and take water therefrom by means of pipes laid or to be laid on across or under the Holding or otherwise (subject to sufficient water being left for the Tenant for domestic and agricultural purposes other than irrigation)
3. ALL timber timberlike trees tellars pollards and saplings and underwood with power for the Landlord and all purposes duly authorised to mark fell cut and remove the same doing as little damage as possible and paying to the Tenant reasonable compensation for any damage actually done
4. ALL mines minerals quarries beds of chalk clay stone gravel sand and ma (with liberty however for the Tenant to use with the approval of the Landlord such stones as are in any existing pits on the Holding for making and repairing roads and paving on the Holding but not in any event for sale) with power for the Landlord and all persons duly authorised to enter upon the Holding or any part thereof to search for work and remove the same (with power to let down the surface and any buildings erected or to be erected thereon in the exercise of the aforesaid liberties) and for such purposes to make and erect all requisite conveniences on the Holding making to the Tenant reasonable compensation for damage thereby done to the surface buildings or crops and allowing an abatement of rent in respect of the surface land of which the Tenant may be deprived by reason of the exercise of any such rights and liberties as aforesaid
5. FULL right and liberty at all times and for all purposes for the Landlord

and the tenants of adjoining lands of the Landlord and all other persons authorised by the Landlord or by such tenants to use the roads tracks and footpaths within the Holding shown coloured brown on the said plan together with all other ways hitherto used or enjoyed across the Holding and in the case of each such road track or way so used (other than a footpath) either with or without horses vehicles machinery or plant

6. (a) FULL right and liberty for the Landlord and the tenants and occupiers for the time being of any adjoining or neighbouring buildings or land forming part of the Sue Ryder Foundation Estate of the free passage of drainage water gas oil and electricity from and to such other land through the watercourses channels drains sewers pipes cables and wires belonging to or running through the Holding

(b) FULL right and liberty for the Landlord and all persons duly authorised to erect lay maintain inspect repair renew and use in over and under the lands comprised in the Holding overhead and underground electricity lines and cables and gas oil water drainage and sewage pipes and any necessary apparatus in connection therewith respectively with full power for the Landlord and such other persons as aforesaid and the agents servants and workmen of the Landlord and such other persons to enter onto the Holding for the purpose of inspecting repairing replacing and renewing such lines cables pipes and apparatus respectively doing as little damage as possible and paying to the Tenant reasonable compensation for any damage actually done

7. FULL right and liberty for the Landlord and all persons authorised by the Landlord to enter onto the Holding at all reasonable times and upon reasonable notice (except in cases of emergency) to maintain repair and renew any boundary walls fences or ditches (including the spreading of spoil from such ditches) that form part of or belong to so much of the land comprising the Sue Ryder Foundation Estate as adjoins the Holding

## THE FIFTH SCHEDULE

### TENANT'S AGREEMENTS

#### Part I - General Obligations

1. TO pay the rents hereby reserved or any rent substituted therefor by agreement or by arbitration at the times and in manner aforesaid
2. TO pay all rates (including water rates and drainage and sewer rates and charges levied under the Land Drainage Act 1976) taxes assessments impositions and outgoings whatsoever of an annual or other recurring nature and whether chargeable on the Landlord or Tenant together with a proportionate part thereof up to the end of the tenancy (PROVIDED that the Landlord will repay or allow to the Tenant the Owner's Drainage Rate (if any) payable in respect of the Holding on production of the relative receipts)
3. TO take all requisite steps to obtain where necessary and to preserve in existence any licence in respect of the Holding for the abstraction of water under the Water Resources Act 1963 or any enactment amending or replacing the same and to refrain from any act or omission which might cause the loss of the said licence
4. TO perform the obligations as to repair and other matters particularised in Part II of the Seventh Schedule hereto PROVIDED THAT if the Tenant does not start any work of repair renewal or replacement for which he is liable under Part II of the Seventh Schedule hereto within two months or if he fails to complete any such work within three months of receiving from the Landlord a written notice (not being a notice to remedy a breach of tenancy agreement by doing work of repair maintenance or replacement given in a form prescribed under Case D(b) in Part I of Schedule 3 to the 1986 Act) specifying the necessary repairs renewals or replacements and calling on him to execute them the Landlord may enter on the Holding and execute the same and recover the reasonable cost thereof from the Tenant forthwith
5. (a) NOT to do or suffer on the Holding any act or omission which shall or may increase the risk of fire to any item of fixed equipment for the time being on the Holding  
(b) AT all times to take full and proper precautions to protect the Holding from risk of damage by fire and in particular not to install or store petrol oil gas or other inflammable substances or materials or electric engines



in any building without the previous written consent of the Landlord and subject to such consent to take all reasonable precautions for the storage of petrol paraffin oil or similar fuel or lubricants which shall be kept in proper containers and wherever possible in a detached building used exclusively for such purpose and in such cases to observe and perform every requirement of the Fire Precautions Act 1971 or any other relevant statute or rule order or byelaw of a competent authority

6. NOT to erect any building on the Holding without the previous consent in writing of the Landlord or his Agent except as provided by Section 67(3)-(7) of the 1986 Act and not in any event to do or suffer to be done anything which may be or become a breach of any enactment relating to town and country planning or which may involve the Landlord in any charge or expense of any kind and to indemnify the Landlord against any charge or expense which may so arise

7. NOT to alter or destroy any boundary or hedge or fence on any part of the Holding nor to do anything whereby the size or shape of any field shall be rendered different from its present size or shape

8. (a) NOT to carry out or permit or suffer any person to carry out any works of demolition removal or repair upon nor break up the surface of the ground of any part of the Holding which at the date hereof or during the subsistence of this Agreement is designated as the site of an ancient monument as defined by Section 61(12) of the Ancient Monuments and Archaeological Areas Act 1979 nor to deface or damage or permit or suffer any person to deface or damage such monuments and to use his best endeavours to prevent access or damage to such sites or sites of archaeological workings or research by human trespassers or by livestock or by rabbits foxes and other burrowing animals

(b) TO hand to the Landlord all objects of antiquity or value or of geological or palaeontological interest discovered on the Holding and the Tenant hereby agrees that all such objects shall belong to the Landlord

9. TO permit the Landlord and persons duly authorised to enter on the Holding at all reasonable times to view the state and condition thereof

10. NOT to assign underlet share or part with the possession of the Holding or any part thereof

11. NOT to enter into any agreement or licence for the supply of water from any spring or well pond stream or watercourse on the Holding to any adjoining or neighbouring premises

12. SUBJECT to the rights of the Landlord hereinbefore excepted and reserved



to prevent by taking all necessary action any new rights of way or other encroachments or easements whatsoever being made in or acquired over any part of the Holding and to prevent any easement or other right belonging to or enjoyed with the Holding from being obstructed or lost

13. TO give written notice forthwith to the Landlord of any notice order direction or other matter whatsoever affecting the interests of the Landlord or Tenant and on request to supply copies thereof to the Landlord

14. TO give written notice forthwith to the Landlord of any charge or mortgage created by the Tenant under Section 5(1) of the Agricultural Credits Acts 1928 and 1932 and of any appointment of a receiver by a mortgagee of the Tenant and of any Receiving Order in bankruptcy made against the Tenant and to lodge in the Office of the Landlord within one month from the respective dates thereof all mortgages and charges pursuant to those Acts in order that minutes or docquets thereof may be made and on demand to pay the usual fees therefor

15. TO pay to the Landlord on demand a proportionate part (to be determined by the Landlord) of the cost from time to time incurred in the maintenance and repair of the roads tracks and footpaths shown coloured green (and) yellow (and brown) on the said plan

16. IF the Tenant or the last survivor of the Tenant shall die during the currency of the tenancy hereby created notice thereof in writing shall be given within one month of the death of the Landlord and moreover all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting these presents or the tenancy hereby created shall be lodged in the office of the Landlord within one month from the respective dates thereof in order that minutes or docquets thereof may be made and on demand to pay the usual fees therefor

17. ON the determination of the tenancy to yield up the Holding with vacant possession of every part thereof to the Landlord in a condition consistent with the due performance by the Tenant of the agreements and provisions herein contained

#### Part II - Regulations as to use and other matters

18. NOT to use the Holding or any part thereof except for agricultural purposes only

19. (a) NOT to commit or suffer any wilful or voluntary waste spoil or

destruction on any part of the Holding 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 and to indemnify the Landlord against any claims by third parties in respect of this paragraph

(b) NOT without the previous written consent of the Landlord to bring or permit to be brought on to any part of the Holding any soil sweepings dust slop refuse or any offensive or other matter except good farmyard manure for the efficient working of the land within the spirit of this letting

(c) TO use his best endeavours to prevent the pollution of rivers watercourses and water supplies and without prejudice to the generality of this obligation to comply with all statutory requirements for the avoidance of such pollution

20. (a) NOT to kill or destroy (save as authorised by the Ground Game Act 1880 (as amended by Section 12 of the Wildlife and Countryside Act 1981) and the Ground Game (Amendment) Act 1906) any game fish or wild fowl nor any wild bird without the consent in writing of the Landlord but to use his utmost endeavours to conserve them and warn off all poachers and trespassers and to permit his name to be used in any proceedings which the Landlord may at the Landlord's expense take against any poachers or trespassers

(b) NOT to do any act or thing that may contravene the provisions of the Wildlife and Countryside Act 1981 and to give full particulars in writing to the Landlord within seven days of the receipt thereof of any notice relating to the Holding or any part thereof served under or by virtue of that Act and upon request to produce the same to the Landlord

21. (a) NOT to reduce the extent of the holding used for the production of dairy produce below that so used at the commencement of this tenancy

(b) TO maintain any quota registered or registrable in respect of the holding

(c) NOT to transfer surrender lease or charge any milk quota registered in relation to or applicable to the holding or part thereof or any portion of such quota and not to enter into any scheme by which such quota may be so transferred surrendered leased or charged in whole or part and not otherwise by any act or omission to cause a loss forfeiture or reduction of such quota

(d) DURING the tenancy to carry out any obligations imposed on the Tenant as occupier or producer in regard to notices compliance with directions

payment of levies maintenance of records or otherwise in connection with milk quota under EEC regulations the Agriculture Act 1986 or any amendment or re-enactment thereof the Dairy Produce Quotas Regulations 1989 and any regulations amending the same or substituted therefor for the time being in force

(e) TO supply the Landlord with copies of any notices served on the Tenant which affect or may affect the milk quota registered in respect of the holding

(f) TO take any action required by the Landlord before the termination of the tenancy to ensure the continuance of the milk quota registered in respect of the holding or to provide an equivalent quota

(g) TO co-operate with the Landlord before the termination of the tenancy to ensure that the Landlord or a person nominated by him would be registered in respect of the milk quota

(h) NOT to dispose of any part of any basic quota allotted to the Tenant in connection with the holding and of which he has the right of nomination and not to permit a basic quota to lapse or be reduced through any failure on his part to produce a sufficient quantity of any produce now or hereafter the subject of a marketing scheme provided that the product is or has been produced on the holding or is normally grown in the district

(i) BEFORE quitting the holding on the termination of the tenancy to nominate as his successor the Landlord or the incoming tenant in respect of any basic quota of which he has the right of nomination

22. TO keep a good and sufficient head of stock as may be appropriate upon the Holding and to farm the Holding in accordance with the rules of good husbandry as provided in Section 11 of the Agriculture Act 1947 and so as not to impoverish or deteriorate the land and in particular but without prejudice to the foregoing:-

(a) TO keep and leave the Holding in good heart and condition and thoroughly clean and free from weeds pests and diseases

(b)(i) Subject to the Prevention of Damage by Pests Act 1949 and the Pests Act 1954 to use his best endeavours to destroy moles rats and other vermin and to spread mole hills and ant hills

(ii) To give the Landlord immediate notification of any outbreak of any notifiable disease of crops or livestock on the Holding

(c) NOT to plant any land with potatoes or other root crops more than once in the last two years of the tenancy and not to leave for seed any turnips

rape mustard rye-grass or any such plants in the last year of the tenancy

(d) NOT without the previous written consent of the Landlord to sell or let any grass keep growing crops turf or topsoil from the Holding or let any land for growing arable crops or grant to any person a licence to graze stock or take in to feed livestock in which any third party has an interest or enter into a contract of agistment with any such third party

(e) AT the termination of the tenancy to leave upon the Holding all the unconsumed hay straw and roots or green crops (other than peas beans potatoes sugar-beet or carrots or other vegetable crops) produced on the Holding during the last year of the tenancy

23. WITHOUT prejudice to the provisions of Section 14 of the 1986 Act not to break up any of the land described as permanent pasture in the First Schedule hereto without the previous consent in writing of the Landlord and not without the like consent to cut the permanent pasture for hay or for grass drying or silage without applying thereto the appropriate manurial dressing to maintain the crop and the fertility of the land

24. NOT to sell off or remove from the Holding any hay straw roots or green crops (other than peas beans potatoes sugar-beet or carrots or other vegetable crops) at any time after either party has served on the other of them notice of his intention to determine this Agreement and not at any time prior to the Service of such notice to sell off or remove any such produce without returning and applying in a husbandlike manner to the Holding within six months from the sale or removal of such produce the full equivalent manurial value thereof

25. (a) TO keep and leave all fruit plants trees and bushes on the Holding in a proper state of cultivation well managed and in good heart and to protect them from injury and to replace those which die or become unprofitable by others suitable to the district and approved by the Landlord but so that no compensation shall be payable at the expiration of the tenancy for such replacement plants trees or bushes

(b) TO keep and leave orchards well and sufficiently stocked and to prune properly preserve and maintain fruit trees and bushes and not to remove the same without the previous written consent of the Landlord

26. (a) NOT to cut any coppice-wood or underwood growing upon the Holding and not to cut any tellars whether growing from stools or otherwise without the consent in writing of the Landlord who may plant upon any coppice or woodland any quantity of young trees that the Landlord may think proper

(b) TO preserve all timber and other trees tellars pollards and saplings on the Holding from bite of cattle or other injury and not to cut down lop top or crop any of the timber timberlike trees tellars or saplings likely to become timber now or hereafter growing upon the Holding nor hang gates on nor drive any nail or hook into or otherwise injure any such tree tellar or sapling

27. TO keep upon the Holding a Field Book showing how every field or parcel thereof has been cropped and cultivated in every year of the tenancy

28. (a) AT all times during the tenancy to insure against loss destruction or damage by fire or by any notifiable infection or disease (including the compulsory slaughter or removal arising therefrom) all live and dead farming stock and crops for the time being on the Holding to the full market value thereof (delivered on the Holding) in an Insurance Office approved in writing by the Landlord and so that every policy of insurance shall be a policy not avoidable on account of the storing handling or keeping of petrol or any other inflammable substance on the Holding or for any other reason connected with the user of the Holding and whenever required to forward to the Landlord the policy of insurance and the receipt for the premium in respect thereof for the current year and in the event of the destruction by fire of any produce required by this Agreement to be consumed on the Holding to return to the land the full equivalent manurial value of the crops destroyed in so far as the return thereof is required for the fulfilment by the Tenant of his responsibilities to the Holding in accordance with the rules of good husbandry

(b) THAT if any such insurance shall not be effected or kept on foot or if such policy and receipt shall not be produced as foresaid then the Landlord may effect a similar insurance in the amount hereinbefore mentioned or in any less amount in such names as the Landlord may deem proper and the Tenant will repay to the Landlord on demand all premiums paid for such purpose and all other expenses incurred by the Landlord in connection therewith

29. IN the last year of the tenancy:-

(a) TO manage and cultivate the farm in accordance with the best method of husbandry used in the district and so as not to injure or deteriorate the farm and to leave the same clean and in good heart and condition

(b) to leave sufficient straw on the Holding for an incoming tenant properly baled and stacked and any straw not so required shall be ploughed in or otherwise disposed of to the Landlord's satisfaction

PROVIDED THAT if the Tenant fails in the opinion of the Landlord to perform the requirements in this paragraph then the Landlord or the incoming tenant may enter upon plough sow and otherwise prepare the lands to be left fallow or in course for wheat at any time after the 31st day of August as he shall think fit and if this power shall be exercised the Tenant will permit the Landlord or the incoming tenant or their respective agents or servants to enter onto the Holding (together with such equipment as may be required for carrying out the necessary operations) from the respective times hereinbefore mentioned without any abatement of rent or other allowance for the same and permit him and them to carry out and spread the manure upon the said lands



## THE SIXTH SCHEDULE

### LANDLORD'S AGREEMENTS

1. TO pay Owner's Drainage Rates
2. TO pay to the Tenant any amount received by or on behalf of the Landlord from the outgoing Tenant for dilapidations to gates field-walls fences watercourses ponds drains bridges and ditches and for defective cultivation and other dilapidations of the Holding
3. TO perform the obligations as to repair order and condition of certain parts of the Holding and fixed equipment fixtures and fittings in or upon the Holding insofar as mentioned, and to do all other things particularised, in Part I of the Seventh Schedule hereto

## THE SEVENTH SCHEDULE

### DIVISION OF REPAIRING ETC RESPONSIBILITIES

#### Part I - The Landlord's Agreements relating to repair etc of fixed equipment

1. TO replace renew repair and maintain underground principal water supply pipes viz not pipes distributing water therefrom to individual parts of the Holding insofar as they have either been installed or paid for by the Landlord

#### Part II - The Tenant's Agreements relating to repair etc of fixed equipment

EXCEPT insofar as such liabilities fall to be undertaken by the Landlord under Part I of this Schedule

1. TO repair and to keep and leave clean and in good tenantable repair order and condition:-

(a) DRAINS (including land drains) sewers gulleys grease-traps manholes and inspection chambers insofar they serve the Holding

(b) BOTH the principle supply pipes thereof referred to in Part I of this Schedule AND water supply systems and fittings including pipes whether above or below ground issuing from the said principle supply pipes and which distribute water to any part of the Holding

(c) THE structure of reservoirs (whether for irrigation or otherwise) pumps and other pumping equipment boreholes wells tanks cisterns sanitary fittings drinking troughs and pumping equipment and hydraulic rams

(d) Cattle-grids bridges (other than the one/those specified in Part I of this Schedule) culverts ponds watercourses ditches sluices and sluice-gates

(e) ROADS and tracks for the time being in or upon the Holding yards and floors used for the storage of silage or manure

(f) THE tenant shall be responsible for fencing and gating against his own stock

2. TO keep clear and in good working order and condition all sewage disposal systems, including irrigation reservoirs and underground mains, septic tanks filtering media cesspools and liquid manure tanks

3. TO repair and maintain and keep clear and in good working order all land

drains on the Holding

4. TO repair, replace and renew all covers tops and vents to manholes inspection chambers and sewage disposal systems insofar they serve the Holding
5. TO replace and renew all other items of fixed equipment on the Holding not otherwise mentioned in either Part I or Part II of this Schedule
6. TO use carefully so as to protect from wilful reckless or negligent damage all items for repair of which the Landlord is responsible under Part I of this Schedule and also to report in writing immediately to the Landlord any damage however caused to items for the repair of which the Landlord is responsible
7. TO replace or repair and upon replacement or repair adequately to paint gas-tar or creosote as may be proper all items of fixed equipment (except tenant's fixtures) and to do any work where such replacement repair or work is rendered necessary by the wilful or negligent acts or omissions of the Tenant or any member of his household or any of his employees contractors licensees or invitees
8. TO cut out trim and/or lay as appropriate a proper proportion of the hedges in each year of the tenancy so as to maintain them in good and sound condition not lower than stockproof height and to fill gaps by suitable replanting
9. TO dig out scour and cleanse all ponds watercourse ditches and grips as may be necessary to maintain them at sufficient width and depth and to keep clear from obstruction all field drains and their outlets
10. (a) AT all times during the tenancy to take out in his own name an insurance policy indemnifying him in respect of tenant's liabilities for loss or damage to fixed equipment (except tenant's fixtures) arising under this Agreement for an amount sufficient at all times to meet all the costs and expenses of and incidental to rebuilding and replacing all items of fixed equipment (except tenant's fixtures) at the relevant time on the Holding in the case of total destruction including legal fees and the fees of architects surveyors and consulting engineers to be employed both by the Landlord and by the Tenant in connection therewith  
(b) THAT all moneys payable under such insurance shall immediately after the receipt thereof be applied in repairing rebuilding and reinstating as appropriate the fixed equipment in respect of which the same shall be paid to the satisfaction of the Landlord according to such plans elevations sections

and specifications as the Landlord may by writing approve And that in case the  
moneys so received shall not be sufficient for these purposes the Tenant will  
make good the amount of every such deficiency

THE EIGHTH SCHEDULE

AGREEMENTS DECLARATIONS AND OTHER PROVISIONS

1. THE Landlord shall not be liable to:-

(a) EXECUTE repairs or replacements to any buildings or fixtures which are the property of the tenant or

(b) EXECUTE repairs or replacements rendered necessary by the wilful act or negligence of the Tenant or any members of his household or his employees contractors invitees or licensees

2. NOTHING herein contained shall create any liability on the part of either the Landlord or the Tenant:-

(a) TO maintain and repair any item of fixed equipment which the Landlord and the Tenant agree in writing to be obsolete or redundant to the farming of the the Holding EXCEPT THAT if in the Landlord's opinion such fixed equipment has become dangerous the Landlord may forthwith remove the same

(b) TO execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or by the blocking of outfalls which are not under the control of either the Landlord or the Tenant

3. (a) NOTHING herein contained shall be deemed to be a consent by the Landlord to the Holding or any part thereof being treated as a market garden but if the Tenant executes any of the following improvements with the consent in writing of the Landlord or the Agent of the Landlord namely:-

(i) Planting of fruit trees or fruit bushes permanently set out

(ii) Planting of stawberry plants

(iii) Planting of asparagus rhubarb or other vegetable crops which continue production for two or more years

he shall on the determination of this Agreement be entitled to receive from the Landlord such a sum as fairly represents the value thereof to an incoming tenant

(b) THE Tenant in lieu of claiming compensation for any fruit trees or fruit bushes planted or acquired by him as provided in paragraph (a) of this sub-clause may remove the same before the determination of this Agreement levelling the surface of the land and restoring the same to a proper state and condition and making good any damage caused by the removal

4. SUBJECT to the Tenant having observed and performed the stipulations on his part herein contained and subject to and after setting off any sum or sums due to the Landlord for rent or otherwise under or by virtue of this Agreement the Tenant on quitting shall be allowed:-

(a) FOR the hay straw and fodder of the last year's growth remaining unconsumed upon the premises as hereinbefore provided at consuming price

(b) FOR seed and labour properly bestowed by the Tenant upon the fallows root or green crops left for the Landlord or incoming Tenant

(c) FOR seed and labour bestowed by the Tenant under the direction of the Landlord or incoming Tenant upon the wheat or other winter or spring crops left for the Landlord or incoming Tenant

(d) FOR seeds sown seasonably with the spring or winter corn left for the Landlord or incoming Tenant and the cost of sowing the same provided no cattle sheep or other live stock shall have been depastured thereon

(e) FOR labour only properly used in casting up carting out and spreading the manure of the last two years from which no crop has been taken

(f) FOR improvements and other matters specified in Parts I and II of Schedule 8 to the 1986 Act subject to conditions and limitations contained in that Act and subject to the production of vouchers for such improvements

5. THE Landlord shall be entitled to set off against and deduct from any moneys which may at any time be payable by the Landlord to the Tenant in respect of the Holding any moneys which may be payable to the Landlord by the Tenant in respect of the Holding whether such sum so payable by or to the Landlord shall be of a liquidated character or not

6. THE cost of making any record required under Section 22 of the 1986 Act shall be borne by the person requiring the same

7. THE Landlord may at any time or times upon giving or leaving on the Holding three months' previous notice in writing to the Tenant resume possession and determine the tenancy of the whole or any part or parts of the Holding for any purpose not being the use of the land for agriculture

8. THE Landlord shall not be obliged on a seizure under distress for rent to see any hay straw silage dried grass manure compost or crops on the terms that the same may be removed from the Holding but may see the same on the terms that such produce shall be consumed or used on the Holding or subject to some other condition which shall ensure that the manurial value of such produce shall be returned to the Holding

9. IF any rent hereby reserved shall be in arrear for 21 days (whether formally demanded or not) or if there shall be any breach of any of the agreements and conditions on the part of the Tenant herein contained or if the Tenant or either/any of them while the Holding or any part thereof shall be vested in him them or either/any of them shall become insolvent or have a Receiving Order made against him them or either/any of them or if the Tenant or either/any of them shall enter into any arrangement or composition for the benefit of creditors or suffer any execution to be levied on the leasehold interest in the Holding or any distress or execution to be levied on Tenant's fixtures on the Holding or on the Tenant's goods stock or other agricultural assets belonging to him them or either/any of them then and in any of the said cases the Landlord may at any time thereafter and after giving to the Tenant not less than six weeks' notice of the Landlord's intention so to do re-enter and retain possession of the Holding as fully and effectually in all respects as if these presents had not been made without prejudice to any claims of the Landlord or the Tenant hereunder

10. ALL notices including notices to quit to be given by either party under this Agreement may be served in the manner provided by Section 93 of the 1988 Act

11. SAVE as otherwise expressly provided nothing herein contained shall affect any rights which either party may have under the Agriculture Act 1947 or the 1986 Act

12. THE rights of the parties under this Agreement or otherwise in respect of the tenancy shall not depend on or be affected by any custom of the country

13. IT is agreed that the Landlord shall install an underground water supply to a stopcock at point A on the Plan. The amount of water consumed by the Tenant will be metered and a charge levied by the Landlord at a rate equivalent to local water company rates prevailing at the time

14. THE Tenant will allow the Landlord his agents employees or invitees to make use of field nos part 2973 2956 and 3562 for holding of fundraising events subject to the following conditions

(a) EVENTS will be held only in July August September or October

(b) OCCUPATION of the land for events will be up to a maximum of 14 days per year

(c) THE organisers of the events will be responsible for clearing litter from the land after the event and will control the public to prevent

trespass onto adjoining land

(d) CAR parking will not be allowed on the land without the consent of Horell Farmers Limited, consent not to be unreasonably withheld.

(e) AGREEMENT should be reached with the Tenant for dates of the proposed events a minimum of 2 months in advance

(f) ACCESS to adjoining land will always be maintained for the Tenant during the course of an event

(g) THE Tenant will be free to agree for the Landlord to hold additional events at terms other than those above on mutual agreement between both parties





