



SOCIETY OF
**CHARTERED
SURVEYORS**
IRELAND

Long Term Agricultural Land Lease Template Agreement



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LONG TERM AGRICULTURAL LAND LEASE AND NOTES REGARDING SAME

NOTES REGARDING THIS LEASE

1. The Society of Chartered Surveyors Ireland stresses that this lease does not purport to be, and should not be interpreted or construed as, anything other than a draft lease for discussion purposes to assist the parties in reaching agreement in accordance with the particular requirements of each individual case. It is drafted in accordance with Rules 52 and 68 and Form 31 of the Land Registration Rules 2012 (S.I. No.483 of 2012), which replaced Rule 5 and Form 111 of the Land Registration (No.2) Rules 2009 (S.I. No.456/2009), in case it is required to register the lease in the Property Registration Authority, which was established under the Registration of Deeds and Title Act 2006 and which manages the Land Registry and Registry of Deeds, as a lease of registered land. S.I.No.483 of 2012 became effective on the 1st February 2013 and has been amended by the Land Registration Rules 2013 (S.I. No.389 of 2013), which became effective on 1st November 2013.
2. Whether a lease should be registered depends on the length of its term. Generally leases with a term of 21 years or more are registered. A lease with a term greater than 21 years in unregistered land may be registered under the Registration of Deeds and Title Act 2006. Leases for a shorter period or with a term less than 21 years may be registered as burdens on the Freehold Folio in accordance with s.72(3) of the Registration of Title Act 1964 and for this purpose are required to comply with the Land Registration Rules.
3. It is suggested that each member of the Society of Chartered Surveyors Ireland should place the draft on to a word processor for modifications as required.
4. Lessors and lessees are advised not to execute this document without consulting their solicitor in advance and any lease agreements which involve a conveyance of an estate or interest in land may only be executed by a practicing solicitor pursuant to section 58 of the Solicitors Act 1954, as amended.
5. A map should always be attached to the lease in accordance with Schedule 1 to the lease, with all relevant matters clearly shown. These include [but are not confined to] identity of the property leased, access routes, rights of way and a break clause
6. This draft lease provides in Schedule 10 for reviews of rent on an upward or downward basis, in accordance with market conditions at review stage, every two years, following the commencement of s.132 of the Land and Conveyancing Law Reform Act 2009 with the Land and Conveyancing Law Reform Act 2009 (Commencement) (Section 132) Order 2009 (S.I. No.471 of 2009). The Society believes that two-year rent reviews are more acceptable to the market than five-year reviews which have been the statutory rent review period since s.24 of

the Landlord and Tenant (Amendment) Act 1980, as amended by s.15 of the Landlord and Tenant (Amendment) Act 1984, because, prior to longer term leases coming into popular use, rent would have varied annually in line with market movements. The Rent Review clause used is in a form commonly included in leases providing for independent determination, where required, by an expert valuer.

7. Clause 6(16) of Schedule 6 deals with alienation, i.e. the right to assign the lease, and should be particularly noted.
8. The Lessor retains responsibility for fire and special perils insurance under Clause 7(2) of Schedule 7. The Lessee's interest should be noted on the policy document.
9. Provision has also been made in Clause 6(14) of Schedule 6 requiring the Lessee to be responsible for Public Liability Insurance and to indemnify the Lessor against any such risks.
10. In the event of the death of the Lessor or a member of the Lessor's family during the term of this Lease the Lessor's personal representatives or the Lessor might wish to sell the Land the subject of this Lease and the Society is of the opinion that the value of the land would be reduced by being leased. To avoid this, a 'break clause' option as follows may be inserted in Schedule 13 and allows the lease to be unilaterally determined before the expiration of its term subject to the following specified condition:

“In the event of the death of the Lessor or of a member of the Lessor's immediate family during the term of this lease the then Lessor shall have the right to terminate this agreement on giving six clear calendar months written notice to the Lessee. Should such notice be served by the Lessor on the Lessee the lease will terminate at the expiration of the six-month period specified in the notice. The Lessee shall not be entitled to compensation for any loss arising from such early termination of the lease and the terms of the lease will remain in force during the notice period save that the Lessee shall not be obliged to sow a crop during the notice period which would not be capable of being harvested prior to the termination date set forth in the notice.”
11. This should not be construed as an attempt by the Lessor to deprive the Lessee or tenant of his or her statutory obligations under the Landlord and Tenant (Amendment) Act 1980. In order to validly exercise the 'break clause' any conditions precedent to the validity of the notice and service requirements that are clearly stipulated must be complied with. **HOWEVER IT SHOULD BE NOTED THAT IF THIS OPTION IS INSERTED, THEN THE LEASE WOULD NOT BE A QUALIFYING LEASE UNDER SECTION 664 OF THE TAXES CONSOLIDATION ACT 1997 AND THE APPROPRIATE TAX RELIEFS WOULD NOT BE AVAILABLE TO THE LESSOR.**
12. If there is a possibility of the Lessee acquiring rights of renewal under the Landlord and Tenant (Amendment) Act 1980, as may occur if there are buildings on the land, it may be desirable to have a Renunciation signed by the Lessee at the time the Lease is signed. This may not be necessary in every case but having a Renunciation signed eliminates the possibility of a claim being made subsequently. Accordingly a Form of Renunciation is provided at the end of the Precedent. If a Renunciation is not used the reference to it on the first page of the draft Lease can be omitted. The right to 'contract out' of or renunciate the

right to a new tenancy based on business equity is provided for by sections 47 and 48 of the Civil Law (Miscellaneous Provisions) Act 2008 which amended sections 17 and 85 of the Landlord and Tenant (Amendment) Act 1980. Section 85 of the 1980 Act originally prohibited the ‘contracting out’ of rights under the 1980 Act but this was amended by s.4 of the Landlord and Tenant (Amendment) Act 1994, which provided that tenants could renounce their right to a new business tenancy if it was renounced prior to entering into the tenancy and with the benefit of legal advice.

13. Alternatively, on advice from a solicitor and/or auctioneer, a lessor may wish to consider excluding all or certain buildings on a farm from a letting agreement if their inclusion would in any way create the possibility of the entire holding being deemed to be a “tenement” for the purposes of the Landlord and Tenant (Amendment) Act 1980. A ‘tenement’ is defined in s.5 of that Act as “.....land covered wholly or partly by buildings, the portion not covered is subsidiary and ancillary to the buildings”. In this event the description of the lands in the First Schedule would need to be appropriately reworded to make it clear what is excluded.



**LONG TERM AGRICULTURAL LAND LEASE
LAND REGISTRY**

COUNTY

FOLIO

THIS LEASE dated the _____ day of _____ 20____

Between [_____] the registered owner, which expression where the context so admits shall include his or her executors, administrators and assigns of the ONE PART (“the Lessor”), in consideration of [_____] (the receipt of which is hereby acknowledged, if appropriate) and of the Deed of Renunciation dated the [_____] day of [_____] 20____ signed by the Lessee prior to the execution of this Lease the original of which Deed of Renunciation is annexed hereto and a photocopy of which is annexed to the counterpart of this Lease

HEREBY DEMISES All That and Those the property described in Folio [_____] of the register County [_____] (*or*, the part of the property described in Folio [_____] of the register County [_____] specified in Schedule 1 hereto together with any buildings on the land (hereinafter called “the Farm”) to [_____] of the OTHER PART (“the Lessee”), which expression where the context so admits shall include his or her executors, administrators and assigns, to hold for a term of [_____] years from [_____] at the rent of [_____] **per annum**] payable on [_____] subject to the terms, clauses, appurtenances, ancillary rights, exceptions, reservations, covenants, conditions, provisos, and charges, set out in Schedules 2 – 15 hereto.

The said [_____] [insert name of Lessor] hereby assents to the registration of the lease as a burden on the said property.

The address of [_____] in the State for service of notices and his/her description are: (give address and description Lessee)

SCHEDULE 1

(to contain particulars of the part leased and a reference to the map thereof)

(Rule 56))

The Demised Land

ALL THAT AND THOSE the lands comprising [] hectares (acres) or thereabouts edged red on the Map (“the Map”) attached hereto situate at being (*part of*) the lands comprised in Folio No. County **excepting and reserving** to the Lessor its servants or agents:

- a) A right of access with or without vehicles and machinery for the purpose of repairing and maintaining or replacing hedges and fences or any of them from time to time which are not subject to this demise.
- b) A right of way for all purposes over all farm roadways and passages with or without vehicles or machinery which roadways and passageways are coloured red on the Map or plan annexed to this Lease and respectively marked [**A – B, C- D and E – E**]
- c) All mines, minerals, stone, flints, sand, gravel, clay, marl and underground substances of every description including petroleum natural gas and other hydrocarbons with liberty to search for work and remove the same and to sink necessary boreholes, pits and shafts paying to the Lessee reasonable compensation for all damage done to crops surface and buildings and making an abatement of rent in respect of surface land of which the Lessee may be deprived.
- d) The right for the Lessor and all persons authorised by him to enter on the Farm at all reasonable times during daylight hours for the purpose of viewing the use and condition thereof and for all other reasonable purposes.

SCHEDULE 2

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A PARTIES, CONSIDERATION, OPERATIVE PART, ASSENT TO REGISTRATION

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SCHEDULE 3

Definitions

"**Base Rate**" means the annual rate of interest for the time being chargeable under section 22 of the Courts Act, 1981;

"**The Farm**" means the demised lands described in Schedule 1.

"**Farm Premises**" means any building on the Farm.

"**Insured Risks**" means, subject always to such exclusions, excesses and limitations as are normally available and as may be imposed by the Lessor's insurers for the time being in respect of any or all of the following risks: fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, public liability, property liability, employer's liability and such other risks as the Lessor may in its absolute discretion from time to time determine subject only in the case of all such Insured Risks to the availability of insurance cover against the same at reasonable cost and to the extent that and subject to such conditions as insurance cover against such risks is generally available, but excluding the Lessee's contents, stock, fixtures and fittings, decorations, improvements and other items in the Demised Land owned by the Lessee the insurance of which will be the sole responsibility of the Lessee;

"**Lessor**" means the party or parties named as "Lessor" at the commencement of this Lease and the successors, administrators, mortgagees and assigns of the Lessor being the owner for the time being of the reversion immediately expectant on the expiry or sooner determination of the Term.

"**Lessee**" means the party or parties named as "Lessee" at the commencement of this Lease and includes the successors in title of the Lessee and permitted assigns of the Lessee and, in the case of an individual or individuals his/their personal representatives.

"**Milk Quota**" means the Milk Quota which is the subject of the European Communities (Milk Quota) Regulations 2008 (S.I. No.227 of 2008), as amended by the European Communities (Milk Quota) (Amendment) Regulations 2011 (S.I. No.507 of 2011).

"**Month**" means a calendar month and "monthly" shall be construed accordingly.

"**Planning Acts**" includes the Local Government (Planning and Development) Acts 1963-1999, the Planning and Development Acts 2000-2013 and all statutory modifications and re-enactments of each of the foregoing and all regulations, bye-laws, orders, codes and decisions made under each of the foregoing;

"**Quarterly Gale Days**" means the first day of January, first day of April, first day of July and first day of October in every year of the Term

“**Rent**” means the Rent described in Schedule 5 and includes all variations arising as a result of the Rent Review and all other sums specified in Schedule 10.

“**Rent Review**” means the periodic review of the Rent described in Schedule 10

“**Review Date**” means the date of expiration of each [two] year period of the Term.

“**The Single Payment Scheme**” means the Single Payment Scheme introduced by Council Regulation (EC) No.73/2009, as amended, which repealed Council Regulation (EC) No. 1782/2003.

“**Term**” means [] years from the Term Commencement Date

“**Term Commencement Date**” means [20]

SCHEDULE 4

Interpretation

- 4.1 Where two or more persons are included in the expression "the Lessor", "the Lessee" , such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Lessor or the Lessee shall be deemed to be made by or with such persons jointly and severally.
- 4.2 Unless the context otherwise requires:
- 4.2.1 words importing a person include any unincorporated association or corporate body and vice versa;
- 4.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
- 4.2.3 any reference to the singular includes reference to the plural.
- 4.3 any covenant by the Lessee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 4.4 references to any right of the Lessor to have access to or entry upon the Demised Land shall be construed as extending to all persons authorised by the Lessor, including agents, professional advisers, prospective purchasers of any interest of the Lessor in the Demised Land or in the Adjoining Property, contractors, workmen and others.
- 4.5 any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.

- 4.6 headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.
- 4.7 any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 4.8 wherever in this Lease either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring that future interest to vest within a period of twenty one years from the date of this Lease.
- 4.9 if any term or provision in this Lease is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

SCHEDULE 5

Summary of Agreement

5. (a) As hereinbefore set forth the Lessor in consideration of the rents herein reserved (including the increases thereof which may arise as hereinafter provided), the covenants on the part of the Lessee hereinafter contained and the Renunciation signed by the Lessee and annexed hereto has hereby demised unto the Lessee the Farm **TOGETHER WITH** inter alia the ancillary rights and easements specified in Schedule 15 **EXCEPTING AND RESERVING** to the Lessor:

- (i) all mines, minerals, stone, flints, sand, gravel, clay, marl and underground substances of every description including petroleum, natural gas and other hydrocarbons with liberty to search for work and remove the same and to sink necessary boreholes, pits and shafts paying to the Lessee reasonable compensation for all damage done to crops, surface and buildings and making an abatement of rent in respect of surface land of which the Lessee may be deprived.
- (ii) The rights of way (if any) across the lands for the Lessor or his nominees as more particularly set out on the map annexed hereto and thereon coloured [] and to the extent described more particularly in Schedule 1 hereto.

TO HOLD the Farm unto the Lessee from and including the Term Commencement Date for the Term **SUBJECT TO** all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Farm **YIELDING AND PAYING** unto the Lessor during the Term: yearly and proportionately for any fraction of a year

- a) the sum of [€] (“the Rent”) and, from and including each Review Date, such yearly Rent as becomes payable under Schedule 10, and in every case the same is to be paid in the manner notified from time to time by the

Lessor by equal quarterly payments in advance on the Quarterly Gale Days;

- b) any other sum recoverable by the Lessor as costs or expenses under this Lease, the same to be paid on demand.

SCHEDULE 6

LESSEE'S COVENANTS

6 . The Lessee hereby covenants with the Lessor:-

Rent

(1) To pay the reserved Rent and the said additional rents (if any) and any subsequent adjustments thereof in accordance with the Rent Review provisions set out in Schedule 10 hereto upon the days and in the manner set out therein without deduction or set off.

Interest on Arrears

(2) To pay interest on all sums due and outstanding on foot of this Lease as and from the 14th day after same falls due at the rate of 4% per annum above the highest current AIB Bank "A" lending rate on unsecured overdrafts to private individuals, such interest to be calculated on a day to day basis and to be recoverable by the Lessor as a simple debt.

Outgoings

(3) To pay all rates taxes outgoings and impositions (*other than Land Commission Annuity and the Lessor's Income Tax in respect of the rent arising hereunder*) whatsoever imposed upon or payable in respect of the Farm during the term hereof together with any Value Added Tax which may become payable in respect of this Lease.

Repair and Maintenance

(4) To keep in good and substantial repair order and condition using the best and most suitable materials any buildings upon the lands and all fixtures and fittings, spouting and fall pipes, fences, walls, pumps, gates, posts, stile, bridges, culverts, wells, ponds, banks, watercourses, ditches, drains, waterwork, dams and roads thereon.

(5) To maintain the hedges, fences and other boundaries in stock-proof condition.

(6) To scour and cleanse as necessary all wells, ponds, watercourses, ditches and drains and to maintain the lands in good agricultural and environmental condition and in accordance with the system of cross-compliance under the Single Payment Scheme.

Decoration

(7) To paint or treat with effective preservatives as and when necessary and in the fifth year of the term of this Lease (*and in each subsequent fifth year if the term shall so extend*) all the inside and outside wood and iron work of any buildings on the Farm and all gate posts and fences which hitherto have been usually painted or treated.

(8) To otherwise redecorate as required, and no less than at the period/s set down in 6(7) hereof all other external and internal parts of the buildings on the Farm which have hitherto normally been decorated.

Yield Up

(9) (i) To yield up the Farm and all buildings thereon in clean and good and substantial repair order and condition at the expiration or sooner determination of the term hereof.

Re-transfer of Facilities

(ii) On the expiration or sooner determination of the term hereof to co-operate with and facilitate the Lessor in having any telephone, telex, facsimile, computer or other equipment as shall have been installed in the farm buildings removed from the Farm or transferred to the Lessor or his nominees (*as the Lessor shall elect*) and to this extent the Lessee shall sign such forms waivers and agreements as shall be necessary for this purpose.

Insurance Premium

(10) (i) To reimburse the Lessor on demand all amounts paid by the Lessor or on the Lessor's behalf in respect of premiums for insurance in accordance with the Lessor's obligations under.

(ii) Not to do or suffer to be done on the Farm any act or thing which may make void or voidable any policy of insurance effected by the Lessor under the provisions of Clause 7(2) of Schedule 7 or which shall or may increase the risk of fire to any of the buildings and fences for the time being on the Farm but to take full and proper precautions to protect the buildings and fences from risk of damage by fire and in particular not to install petrol oil gas or electric engines in any building without the previous consent in writing of the Lessor and his insurers and to take all reasonable precautions for the storage of petrol paraffin oil or similar fuel or lubricants and to keep same in proper containers and whenever possible in a detached building and to observe and perform every requirement of any Statute or rule or order or Bye-Law of a competent authority with regard to the storage of such substances.

Farm Management and Unconsumed Fodder

(11) To manage cultivate and use the Farm at all times in accordance with the rules of good husbandry and cross-compliance until the expiration or sooner determination of the Term and immediately prior to such expiration or determination to offer for sale at a fair price to the Lessor (*or to the incoming Lessee if known*) all unconsumed hay straw and fodder crops not required by the Lessee for use in connection with any other lands farmed or to be farmed by him such offer to be accepted or rejected by the Lessor (*or the incoming Lessee*) within seven days of such offer.

Preservation of Trees

(12) To preserve all growing timber and other trees from injury and not to hang gates on or drive nails or hooks into or otherwise injure any such trees or timber.

Avoidance of Waste and Pollution

(13) Not to commit or suffer any wilful or voluntary waste spoil or destruction on the Farm or do or suffer to be done thereon anything which may be or become a nuisance or annoyance to the Lessor or occupiers of adjoining land and in all manner in the management and use of the Farm to have regard to the environment and accepted and prevailing standards of care aimed at avoiding pollution in all its forms.

Indemnity and Insurance

(14) To:

(a) keep the Lessor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising in any way directly or indirectly out of any act, omission or negligence of the Lessee or any persons in on or about the Farm expressly or impliedly with the Lessee's authority or the user of the Farm Premises or any breach of the Lessor's covenants or the conditions or other provisions contained in this Lease;

(b) effect and keep in force during the term of this Lease such public liability, employer's liability and other policies of insurance (to the extent that such insurance cover is available) as may be necessary to cover the Lessee against any claim arising under this covenant and to extend such policies of insurance so that the Lessor is indemnified by the insurers in the same manner as the Lessee **AND** whenever required to do so by the Lessor to produce to the Lessor the said policy or policies together with satisfactory evidence that the same is or are valid and subsisting and that all premiums due thereon have been paid.

Prevent Encroachment

(15) So far as possible to stop all encroachments on the Farm and immediately to inform the Lessor thereof and to use his best endeavors to prevent the acquisition of any rights of way public or private or easements over the Farm or any part thereof and to use his best endeavors to prevent any easement or right belonging to or used with the Farm hereby demised from being obstructed or lost.

Assignment

(16) Not:

(a)) under any circumstances to assign any part of the Farm or to sub-let or part with or share the possession of the Farm or any part thereof or to enter into any conacre or agistment agreement in relation to the Farm or any part thereof.

(b) Not to assign the whole of the Farm without first obtaining the Lessor's prior written consent which consent shall not be unreasonably withheld

- (i) where the proposed assignee is a responsible and suitable person and
- (ii) where the proposed assignee is also a person who has the appropriate qualifications and/or farming experience as required by the Scheme

and also fulfils the other relevant conditions laid down by the Scheme. It shall be reasonable for the Lessor's consent to be subject to the Assignee being approved by the relevant State and/or EC authorities prior to the assignment being completed.

- (iii) in the event of the Farm being assigned with the Lessor's prior written consent pursuant to the terms hereof 6 the Lessee shall furnish to the Lessor a certified copy of the relevant document evidencing such assignment within fourteen days of the assignment having come into effect.

Planning Applications

(17) Not by himself or by the use of a Partnership or Company or any other way directly or indirectly to apply for any change in the land use zoning of the Farm in the Development Plan made by the appropriate Planning Authority pursuant to the Planning Acts 2000-2013 and not by himself or otherwise as aforesaid to apply for or support any application to the Planning Authority for permission to use the Farm for anything other than normal agricultural purposes.

Restricted Works

(18) Not (*save in accordance with a legal mandatory direction given by a person or body authorised by Statute to give such a direction*) to carry out any or all of the works set out in Schedule 11 without the prior consent in writing of the Lessor who shall have absolute discretion to give or withhold such consent.

Permitted Works

(19) The Lessee may carry out all or any of the works set out in Schedule 12 without the consent of the Lessor. In the event of a dispute between the parties as to whether work done or intended to be done by the Lessee fall within the categories of restricted or permitted works then the matter in dispute shall be referred for determination to the Arbitrator (as hereinafter defined) whose decision as to which is the appropriate Schedule shall be final and binding on the parties.

Compliance with Statute and Indemnity of Lessor

(20) To carry out on the Farm in an efficient and workmanlike manner all works which pursuant to any decree or order of a Court of competent jurisdiction or any laws Statute Statutory Instrument directive regulation *including a directive regulation or order of any Local Authority Municipal or Statutory Authority or of the European Union*) the Lessee as occupier is obliged or required to carry out or which the Lessor were he in occupation would be obliged to carry out and to indemnify the Lessor in respect of any claims costs damages demands expenses fines or penalties for which the Lessor may become liable to any third party in consequence of anything done allowed to be done or omitted to be done by the Lessee on the Farm whether in breach or contravention of any decrees or order as aforesaid or of any laws Statute Statutory Instrument directive or regulation as aforesaid or of any of the covenants or conditions of this Lease.

SCHEDULE 7
LESSOR'S COVENANTS

Quiet Enjoyment

7 (1) The Lessor hereby covenants with the Lessee that the Lessee paying the rent reserved by this Lease and performing and observing the covenants on the part of the Lessee herein contained, shall and may peaceably hold and enjoy the Farm during the term hereby granted without any interruption by the Lessor or any person lawfully claiming through under or in trust for him.

To Insure

(2) And it is hereby agreed by and between the Lessor and the Lessee that the Lessor shall insure all buildings on the Farm against the Insured Risks and other usual risks (*if any*) as the Lessor deems fit in the full reinstatement value thereof together with professional fees (*in the case of damage by fire*) and the Lessor will expend all moneys received on foot of such insurance in carrying out all works and repairs or replacements to the buildings necessary to make good such loss or damage but he shall not be liable to make good any loss or damage due to any wilful acts of the Lessee or any member of his household or employees.

SCHEDULE 8

PROVISOS

8. (a) Provided always and it is hereby agreed and declared that

Forfeiture

- (i) in the event of the rent hereby reserved or any part thereof or any sum which shall become due under this Lease being in arrear for twenty-one days after becoming due (*whether formally demanded or not*) or
- (ii) if there be any breach or non-performance or non-observance by the lessee of any of the terms covenants conditions and provisions herein contained or
- (iii) if the Lessee shall become bankrupt or make any arrangement or composition with his creditors or shall suffer execution to be levied on the Farm or
- (iv) if the Lessee (*being a body corporate*) shall enter into liquidation whether compulsory or voluntary (*save for the purpose of amalgamation or reconstruction of a solvent Company*) or if a Receiver shall be appointed over the Farm the Lessor shall be entitled to re-enter upon the Farm or any part thereof in the name of the whole as the Lessor shall choose whereupon the term hereof shall determine but without prejudice to any claim which the Lessor may have at law against the Lessee in respect of any breach by the Lessee of the covenants or conditions herein contained and the Lessor doth hereby covenant with the Lessee that the Lessee paying the rent and performing and observing the covenants on the Lessee's part herein contained may peaceably hold the Farm during the term hereof without any disturbance by the Lessor or any person lawfully claiming under or in trust for the Lessor.

Dispute re Works

- (b) (i) In the event of a dispute between the parties as to whether work done or intended to be done by the Lessee falls within Schedule 11 or Schedule 12 then the matter in dispute shall be referred for determination to the Arbitrator (*as hereinafter defined*) whose decision as to which is the appropriate Schedule shall be final and binding on the parties.
- (ii) In the event of the Lessee applying for consent under Clause 6.18 of Schedule 6 herein to the carrying out of any works set out in Schedule 11 hereto the Lessor shall have twenty eight days from the date of receipt of such application to decide whether to grant or refuse consent or to elect to carry out the works at his own expense. The Lessor shall notify the Lessee of his decision on the application not later than the day following the said period of twenty eight days and if this decision shall be to carry out the works at his own expense he shall at the same time notify the Lessee of the additional yearly rent which shall be payable by the Lessee by reference to such works.

Dispute re Increased Rent Following Completion of Works

(iii) On receipt of such notification the Lessee may within fourteen days refer the determination of the amount of such increase of rent to arbitration by the Arbitrator (*as hereinafter defined*) whose decision shall be final and binding and he shall at the same time notify the Lessor in writing that the matter has been so referred and if the Lessee shall not have so notified the Lessor within the said period of fourteen days he shall be deemed to have agreed to pay the additional yearly rent so notified.

(iv) If the determination of the amount of the additional yearly rent is referred to arbitration then the rent to be determined by the Arbitrator shall be such amount as shall represent the increase in the annual letting value of the Farm attributable to the works to be carried out.

(v) Subject to sub-clause (vi)) of this Clause the additional yearly rent so agreed or determined by the Arbitrator as the case may be shall be payable upon the first gale day following the completion of the said works and upon each gale day thereafter subject to review at the next Review Date and the first such payment shall include by way of addition a sum computed to be a due apportionment of the additional yearly rent to cover the period between the completion of the said works and the first gale day thereafter. The amount of any additional yearly rent so agreed or determined as aforesaid shall be liable to adjustment at the times and in the manner set forth in Schedule 5 in relation to the yearly rent set out therein.

Withdrawal of Application for Consent

(vi) The Lessee may within fourteen days of receipt by him of notification of the determination by the said Arbitrator serve a notice in writing on the Lessor withdrawing his application for consent under Clause 6.18 of Schedule 6 herein in which event the Lessor shall not carry out the said works provided always that the Lessee shall be liable for all reasonable costs and expenses incurred by the Lessor in relation to the withdrawn application.

(vii) If the Lessor elects to carry out the works at his own expense he shall have full right and liberty to enter upon the Farm at all reasonable times with such workmen and machinery as may be necessary to carry out the said works making good any damage caused but having no liability for any temporary inconvenience or damage thereby caused.

Appointment of Arbitrator

(c) An Arbitrator under any of the provisions of Clause 8(b)(i) (Dispute re Works) and 8(b)(iii) (Dispute re Increased Rent Following Completion of Works) of this Schedule shall be appointed on the application of either the Lessor or Lessee (as appropriate) by the President or next available Senior Officer for the time being of the Society of Chartered Surveyors Ireland (or any body carrying out the functions of that body should it cease to exist).

Restriction on Compensation

(d) The Lessor shall not be obliged to pay to the Lessee compensation in respect of any works which the Lessee shall have carried out at the date of termination of the Lease.

Continuation Beyond Term

(e) If the tenancy hereby created should continue beyond the term specified herein it shall in the absence of a new Lease be deemed to be a monthly tenancy commencing on the day following the expiration of the Term specified herein subject to the payment of a monthly rent equivalent to one twelfth of the rent payable immediately prior to such expiration and such monthly rent shall be payable in advance the first payment thereof to be made on the date of the commencement of such monthly tenancy which tenancy shall be determinable by one calendar months' notice in writing by either party expiring on any gale day.

Ancillary Covenants

(f) Any ancillary rights, additional or supplemental covenants, conditions or provisions agreed by the parties hereto are set out in Schedule 15.

Notices

(g) Any notice or any document required to be given or served on either of the parties hereto under any of the provisions of this Lease and any document in any proceedings relating to this demise may be served on such party by sending it by prepaid registered post addressed to him at his address as set out in this Lease or to such other address as he may designate from time to time and any such document or notice shall be deemed to have reached the person to whom it was addressed in the usual course of post unless there shall be a postal slowdown or stoppage in which event the sender shall effect service by leaving such document at such address.

Time of Essence

(h) Time shall be of the essence as respects the period of time and time limits prescribed in Clause 6(16)(b) of Schedule 6 (Assignment with Lessor's Consent) and Clause 8(b) of this Schedule (Application for consent re Works set out in Schedule 11).

Single Payment Scheme

(i) Any entitlement by the Lessor or the Lessee to avail of the Single Payment Scheme will be dealt with as set out in Schedule 13.

Milk Quota

(j) Any entitlement of the Lessor or the Lessee to the Milk Quota (if any) attached to the Farm will be dealt with as set out in Schedule 14.

SCHEDULE 9

Description of Permanent Pasture for the Purposes of Schedules 11 and 12.

That part of the property edged red on the Map attached hereto which is crosshatched.
TOGETHER WITH a right of way with or without vehicles, stock and/or machinery from the public road to the farmyard by the way coloured [] and marked A-B on the Map for the purposes of working the lands in accordance with this demise only.

SCHEDULE 10

Rent Review Provisions

1. The revised Rent referred to in this Lease and to be reviewed on each Review Date may be agreed at any time between the Lessor and the Lessee or (in the absence of agreement) be determined not earlier than the Review Date” by an independent expert valuer (“the Independent Valuer”) being a Member of the Society of Chartered Surveyors Ireland in the Republic of Ireland or such Independent Valuer to be nominated (in the absence of agreement between the parties) upon the application (made not more than two calendar months before or at any time after the Review Date) of the Lessor (or, if the Lessor fails to make such application within twenty eight days of being requested in writing to do so by the Lessee) by either the President of the Incorporated Law Society of Ireland or the President of the Society of Chartered Surveyors Ireland at the discretion of the party entitled to make the application.

and

the revised rent so to be determined by the Independent Valuer shall be such as in his opinion represents at the Review Date the full open market yearly rent for the Farm including any additions or improvements provided at the Lessor’s expense let as a whole without fine or premium:-

(A) **ON THE BASIS** of a letting with vacant possession thereof by a willing lessor to a willing lessee for a term (commencing on a Review Date) equal to the greater of two years or the residue then unexpired of the term granted by this Lease and subject to the provisions therein set forth (other than as to the amount of the initial rent thereby reserved but including such of said provisions as pertain to the review of rent).

(B) **ON THE ASSUMPTIONS** that-

(i) at and until the Review Date all the covenants on the part of the Lessee and the conditions contained in the within lease have been fully performed and observed.

(ii) in the event of any building/s or parts of buildings on the farm having been damaged or destroyed and not having been fully repaired reinstated or rebuilt (as the case may be) such damage or destruction had not occurred.

and

(C) **HAVING REGARD** to other open market rental values current at the Review Date insofar as the Independent Valuer may deem same to be pertinent to the determination.

(D) **BUT DISREGARDING** any effect on letting value of:-

(a)) the fact that the Lessee is or has been in occupation of the Farm or any part thereof.

(b) any works executed by and at the expense of the Lessee in, on, to or in respect

of the Farm other than required works **PROVIDED** that in the interpretation of this subparagraph (b) the expression “the Lessee” shall extend to include the Lessee or any predecessor in title of the Lessee or party lawfully occupying the Farm or any part thereof under the Lessee.

and

the expression “required works” shall mean works executed by the Lessee in pursuance of an obligation imposed on the Lessee (i) by the within lease or by any lease of which the within is a renewal (other than works which may be pursuant to clause(s) of such lease) **OR** (ii) by an agreement for the granting of the within lease or of any lease of which the within is a renewal or by virtue of any licence or deed of variation relating to the Farm.

2. In the event of the President or other office endowed with the functions of the President of such Society as shall be relevant for the purposes of paragraph 1 of this schedule being unable or unwilling to make the nomination therein mentioned the same may be made by the next senior officer of that Society or Institute who shall be so able and willing.

3. The Independent Valuer in relation to any matter so to be determined by him shall:-

- (i) give notice of his nomination to the Lessor and the Lessee.
- (ii) be entitled to enter the Farm as often as he may reasonably require for the purpose of inspection and examination.
- (iii) afford to each of the parties concerned a reasonable opportunity of stating (whether in writing or otherwise as may be decided by him and within such time as he may stipulate in that behalf) reasons in support of such contentions as each party may wish to make relative to the matter or matters under consideration.
- (iv) act as an expert and not as an arbitrator and so that his determination or determinations shall be final and conclusive between the parties.
- (v) be entitled to seek and pay for advice on any matter which he reasonably considers pertinent to the reference or to his determination thereof.
- (vi) be empowered to fix his reasonable fees in relation to any such reference and determination and matters incidental thereto which said fees and any reasonable expenses incurred by the Independent Valuer in or about the said reference and determination shall be shared equally between the Lessor and the Lessee.
- (vii) give notice in writing of his determination to the Lessor and the Lessee within such time as may be stipulated by the terms of his appointment or in the event of there being no such stipulation within two calendar months of the acceptance by him of the nomination to act in the matter **PROVIDED ALWAYS** that the Independent Valuer may defer the giving of such notice until such time as his fees and expenses as aforesaid shall have been discharged.

4. Either party shall be at liberty to pay the entire of the fees and expenses as aforesaid of the Independent Valuer in which event the party so paying shall be entitled to be reimbursed by and to recover from the other on demand any proportion so paid on behalf of such other.

5. If an Independent Valuer in relation to any matter for determination by him shall fail to conclude such determination and give notice thereof within such time as may be relevant or if he shall relinquish his appointment or die or if it shall become apparent that for any reason

he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete the duties of his nomination a substitute may be nominated in his place and in relation to any such nomination the procedures herein before set forth shall be deemed to apply as though the substitution were a nomination de novo which said procedures may be repeated as many times as may be necessary.

6. If the reviewed rent in respect of any period ("the Current Period") is not ascertained on or before the Review Date referable thereto, rent shall continue to be payable up to the quarterly Gale Date next succeeding the ascertainment of the reviewed rent at the rate payable during the preceding period AND within seven days of such ascertainment the Tenant shall pay to the Landlord the appropriate instalment of the reviewed rent together with any shortfall between (i) the aggregate of rents actually paid for any part of the Current Period and (ii) rent at the rate of the reviewed rent attributable to the interval between the Review Date and such Quarterly Gale Day and together also with interest at the Base Rate on said shortfall, such interest to be computed on a day to day basis. For the purpose of this paragraph the revised rent shall be deemed to have been ascertained on the date when the same shall have been agreed between the parties or as the case may be on the date of the notification to the Lessee of the determination of the Independent Valuer.

7. If there should be in force at the commencement or during the currency of any particular relevant period any Statute or Order (directly or indirectly) prohibiting or restricting an increase of rent in respect of the Farm the provisions of this Schedule and of this may nevertheless be invoked or reinvoked to determine the rent which would but for the said prohibition or restriction be payable during such relevant period but (if appropriate) the further implementation thereof shall be suspended in effect for such period as may be required by law.

8. When and so often as the revised rent shall have been ascertained pursuant to the provisions herein set forth memoranda recording the same shall thereupon be signed by or on behalf of the Lessor and the Lessee and shall be annexed to this lease and its counterpart and the parties shall bear their own costs in relation to the preparation and completion of such memoranda.

SCHEDULE 11

Works prohibited without the prior written consent of the Lessor, who has absolute discretion to give or withhold such consent)

1. Ploughing or breaking up of any permanent pasture save that described in Schedule 9.
2. Making permanent works of irrigation.
3. Planting of hops and erection of wirework for hop gardens.
4. Planting of orchards or fruit bushes.
5. Planting of shrubs or trees for commercial production.
6. Planting of any crops including fruit flower or vegetable crops, which require more than twenty-four months to mature.
7. Erection of buildings, alteration or enlargement of buildings or making or improvement or permanent yards.
8. Selling or disposing of stone gravel earth sand and clay.
9. Disposal of imported sludge and slurry on the Farm.
10. Making new embankments or sluices.
11. Provision of permanent or temporary sheep dipping accommodation.
12. Removal of boulders.
13. Installation of fixed equipment.
14. Cutting lopping topping cropping or felling of trees.
15. Making changing or removal of permanent boundaries on any part of the Farm.
16. Cutting or taking away turf or peat other than for domestic consumption on the Farm.
17. Any other works not listed in Schedule 12.

SCHEDULE 12

Works permitted without the consent of the Lessor

1. Proper land drainage including mole drainage and works carried out to secure the efficient functioning thereof
2. Protection of existing fruit trees against animals.
3. Chalking and liming of land.
4. Application to land of manure and fertilisers in accordance with good and proper agriculture practice.
5. Application to land of animal or poultry slurry produced on the Farm in accordance with good and proper agricultural practice
6. Reseeding of tillage land
7. The growing of herbage crops for commercial seed production.
8. Application to land and crops of herbicides and pesticides.
9. Burning of gorse heather or crop residues in a proper and legal manner indemnifying the Lessor against any claim arising directly or indirectly as a result
10. Cutting and using of turf or peat on the Farm for domestic consumption.
11. Making or improvement of internal roads or bridges in compliance with all required planning consents and in a manner which will not result in any diminution of area of arable land on the Farm
12. Removal of bracken gorse tree roots or other like obstructions to cultivation.
13. Reclaiming of wasteland.
14. Making or improvement of watercourses culverts ponds walls or reservoirs or of works for the application of water power for agricultural or domestic purposes or for the supply of water for such purposes.
15. Provision for laying on of electric light or power.
16. Provision of means of sewage or foul water disposal.
17. Temporary erection alteration or enlargement of animal and/or crop handling facilities providing same are removed at the termination of the lease and any damage made good
18. Provision of storage facilities for animal manure or slurry.

SCHEDULE 13

Single Payment Scheme

- 1 It is specifically agreed by and between the parties hereto that the Owner shall be entitled to terminate this lease immediately should the farmer be in breach of his obligations to preserve the Entitlements and Single/Basic Payment or any replacement or modification thereof whether under the present or revised EC CAP regime.

SCHEDULE 14

Milk Quota

Schedule 15
Ancillary Rights and Special or Additional Covenants, Provisions or Conditions

C EXECUTION

**Signed and delivered as a deed
By the LESSOR in the presence
of:**

OR/

PRESENT when the common seal
of **THE LESSOR** was affixed
to this Deed and the Deed was
delivered:-

**Signed and delivered as a deed
by the LESSEE In the presence
of:**

OR/

PRESENT when the common seal
of **THE LESSEE** was affixed
to this Deed and the Deed was
delivered:

D DOCUMENTS ANNEXED

Map

Original Deed of Renunciation (annexed to Original hereof)

Photocopy of Deed of Renunciation (annexed to Counterpart hereof)

THIS RENUNCIATION dated the [] day of 20 [] by
[] of [] (“the Tenant”)

RECITALS

- A. The Tenant has negotiated with [] of [] (“the Landlord”) to take a tenancy (“the Tenancy”) of the premises at [] (“the Premises”) to be granted by a lease or tenancy agreement in the form of the draft lease or tenancy agreement annexed hereto.
- B. The Tenant has received independent legal advice in relation to this renunciation from []
- C. The Tenant has been advised that under the relevant Landlord and Tenant Acts legislation (“the Legislation”) the Tenant would, subject to the terms of that legislation, be entitled to a new tenancy in the Premises on the termination of the Tenancy.

OPERATIVE PROVISIONS

1. RENUNCIATION

NOW the Tenant, for the consideration set forth in the undertaking and under the provisions of section 17(1)(a) of the Landlord and Tenant (Amendment) Act 1980 (as amended by section 47 of the Civil Law (Miscellaneous Provisions) Act 2008), **HEREBY RENOUNCES** any entitlement which the Tenant may have under the provisions of the legislation to a new tenancy in the Premises on the termination of the Tenancy.

2. UNDERTAKING

In consideration of the Landlord granting the Tenancy the Tenant **HEREBY UNDERTAKES:**

- (i) To notify any proposed assignee of the Tenancy of the existence of this renunciation;
- (ii) To notify any proposed subtenant of the Tenant of this renunciation and to obtain from the proposed sub-tenant a renunciation in similar terms as a term of the subtenancy; and
- (iii) To consent to the registration of an inhibition by the Landlord as lessor on any leasehold folio opened in respect of the Tenancy

SIGNED by the
Tenant in the
presence of:

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