

STATUTORY DECLARATION

Relating to

**Land East of Castle End Road, Hare Hatch,
RG10 9TL**

I, [REDACTED] of Winton Manor, Milley Lane, Hare Hatch, Reading, Berkshire RG10 9TL, do solemnly and sincerely declare that:

1. I have been the owner of Winton Manor which is shown edged Green on the attached plan identified as **Exhibit GS1** since I purchased the property in 1997.
2. The Agricultural Land comprises about 12.74 ha (31.48 acres) and is shown edged red on the attached plan identified as **Exhibit GS2**. The land adjoins and is immediately to the south of my property at Winton Manor. I can affirm from living adjacent to the Agricultural Land since 1997 that it has been used for farming for arable purposes, including Wheat, Barley, Rape and Linseed.
3. In late 2016 [REDACTED] of [REDACTED] [REDACTED] 1RR instructed Bidwells Estate Agents to handle the sale of the Agricultural Land. Their sales particulars are attached at **Exhibit GS3**. The sales particulars describe the land as "productive arable land" and "good quality arable land" and state that "The land is best used for cereal or oilseed production but could also be utilised for grazing livestock". It notes that according to the Agricultural Land Classification Provisional Maps for England and Wales the land is shown as Grade 2 and 3a. It also notes that the land is registered with the Rural Payments Agency and entitlements claimed under the Basic Payment Scheme (these were retained by [REDACTED] [REDACTED] as part of the sale). The Bidwells particulars include an aerial photograph and a photograph of the field showing it in arable production use which was taken in September 2016 and I affirm that this is how I recall the land being farmed for arable purposes since I purchased Winton Manor in 1997.
4. The sale was handled by [REDACTED] MRICS FAAV ABIAC, Rural Surveyor at Bidwells who is an Associate of the British Institute of Agricultural Consultants. I consider all this evidence in relation to the Bidwells particulars clearly and indisputably confirms the established agricultural use of the Agricultural Land.

5. In January 2017, I purchased the Agricultural Land from [REDACTED] I am aware that [REDACTED] comes from a large farming family and they also own [REDACTED] in Waltham St Lawrence. [REDACTED] is an arable farmer. He still owns and leases other extensive areas of agricultural land immediately to the east between my property and Waltham St Lawrence.
6. My intention in purchasing the Agricultural Land is to establish a grape growing business, which I understand to be an agricultural use in planning use class terms. The soil condition report provided by Bidwells as part of the marking of the land confirmed that it was suitable for the growing of grapes. I also contacted several specialist consultants for initial advice about the suitability of the land for the growing of grapes.
7. In the first year (2017) after I purchased the Agricultural Land, we worked on general tasks such as repairing the boundary fencing, replacing the hedgerow and general maintenance. I attach some photographs of the work undertaken during 2017 as **Exhibit GS4**. I also instructed Vine-Works Limited, a specialist company, to provide professional advice on establishing a grape growing business. They carried out further assessments of the suitability of the site for the growing of grapes which confirmed its viability and made various recommendations such as the need to establish deer fencing, irrigation and wind breaks. We then worked up costings and budgets for the project.
8. In the meantime, we explored ways to keep the Agricultural Land managed whilst this preparatory work for the grape growing business was being undertaken. In early 2018 I was approached by a friend of my son, [REDACTED] [REDACTED] who is a sheep farmer, who asked if he could use the land for the grazing of sheep as part of a rotation system involving his own field and another field he rents in the vicinity. I consulted Vine-Works Limited who advised me that the grazing of sheep on the land for a couple of years would not prejudice the project and indeed that it would be good preparation for the growing of grapes as the sheep would fertilise the land and keep grass and weeds under control.

9. The sheep were first moved onto the Agricultural Land in Spring 2018 and have been returned to the fields by [REDACTED] each year since 2018 to the current date. I attach as **Exhibit GS5** some photographs I took when the sheep were on the Agricultural Land in 2018, 2021 and 2023. I am also including some photographs taken in June 2019 when the sheep escaped into the garden of the neighbouring property at Oaktree Cottage.
10. The sheep are not kept on the land continuously. [REDACTED] had about 100 ewes at any one time. Once each of these had, say, 2 lambs each the grass would get eaten down fairly quickly and the sheep would be moved by [REDACTED] to his own field or the other field that he rents to allow the grass on the Agricultural Land to recover. Typically the sheep are kept on my fields between about April and November each year and then they are taken elsewhere to allow the fields to recover.
11. [REDACTED] and I signed a Business Farm Tenancy Agreement dated 10 January 2024 (**Exhibit GS6**) under which he will be continuing to use the Agricultural Land for the keeping of sheep for at least the next two years.
12. I am aware that on several occasions when the sheep were kept on the Agricultural Land they escaped through the fencing onto my neighbours land at Oak Tree Cottage, immediately west of Winton Manor and they had to be recovered by [REDACTED]. I have included in **Exhibit GS5** some photographs of one such incident in June 2019.
13. I therefore affirm that to the best of my knowledge the Agricultural Land has been used for wholly agricultural purposes, namely arable crops and the grazing of sheep, since at least 1997 and there have been no alternative uses on the land.

AND I make this Statutory Declaration on my own knowledge and as owner of the Property and by virtue of the Statutory Declarations Act 1835.

DECLARED AT CP Law Solicitors)
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB



In the County of) Berkshire
)

this 13 day of November 2024

Before me

...

~~Solicitor~~/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB

This is the exhibit Marked Exhibit GS1

Referred to in the statutory declaration of

[REDACTED]

[REDACTED]

Made this

13th

day November

2024

Before

[REDACTED]

Solicitor/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB



CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2RR

This is the exhibit Marked Exhibit GS2

Referred to in the statutory declaration of

[REDACTED]

[REDACTED]

Made this 13th day November 2024

Before

[REDACTED]

~~Solicitor~~/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB

Project	Level Type of Credit Card Used (from statement)	Statement Description E-00867 2	Year	Amount	Year	Amount
Q1			2009			
Q2			2009			
Q3			2009			
Q4			2009			
Q1			2010			
Q2			2010			
Q3			2010			
Q4			2010			
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Q3			2034			
Q4			2034			
Q1			2035			
Q2						



Scale 1:2500

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BR

This is the exhibit Marked Exhibit GS3

Referred to in the statutory declaration of

[REDACTED]

[REDACTED]

Made this

19th

day

November

2024

Before

[REDACTED]

~~Solicitor~~/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB



**Productive arable land in an edge of village location
extending to approximately 12.74 hectares (31.48 acres)**

LAND AT HARE HATCH BERKSHIRE FOR SALE GUIDE PRICE: £325,000

In Brief

- Divisible into two easily farmed arable fields
- Good quality arable land
- Lot 1 – 5.79 ha (14.31 ac)
Guide Price £160,000
- Lot 2 – 6.95 ha (17.18 ac)
Guide Price £165,000
- Whole – 12.74 ha (31.48 ac)
Guide Price £325,000
- Attractive, edge of village location

This is the exhibit Marked Exhibit GS4

Referred to in the statutory declaration of

[REDACTED]

[REDACTED]

Made this 13th day November 2024

Before

[REDACTED]

~~Solicitor~~/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB



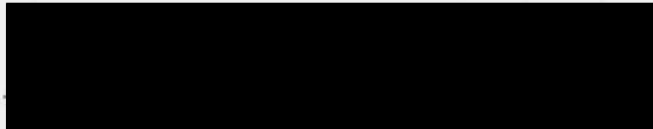
This is the exhibit Marked Exhibit GS5

Referred to in the statutory declaration of



Made this 13th day November 2024

Before



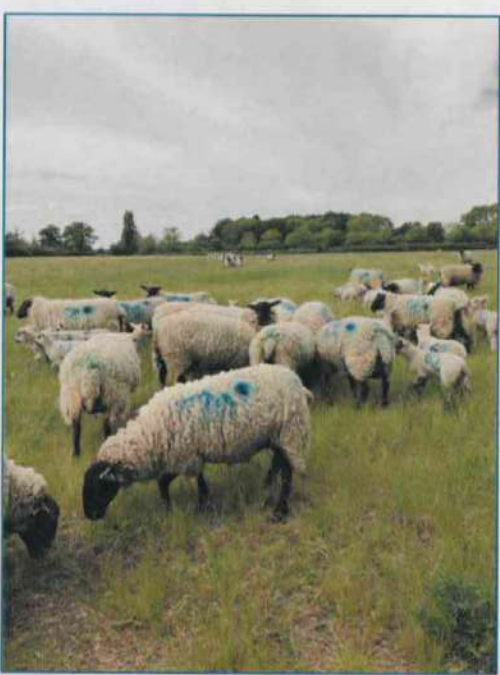
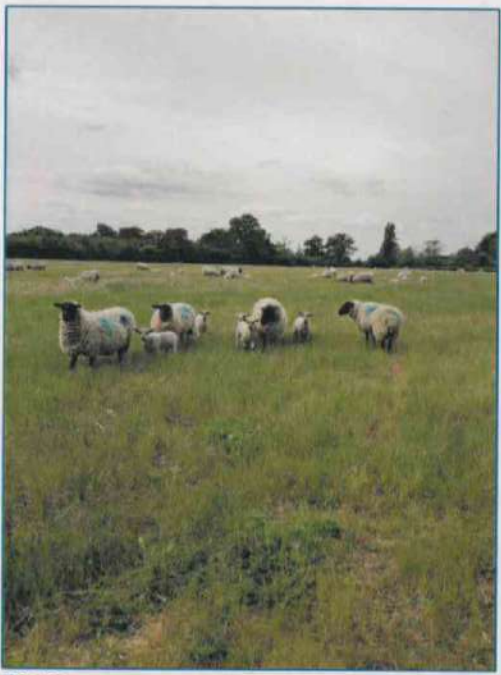
Solicitor/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB

LAND EAST OF CASTLE END ROAD, HARE HATCH RG10 9TL
PHOTOGRAPHS 2018 TO 2023



2018



2018

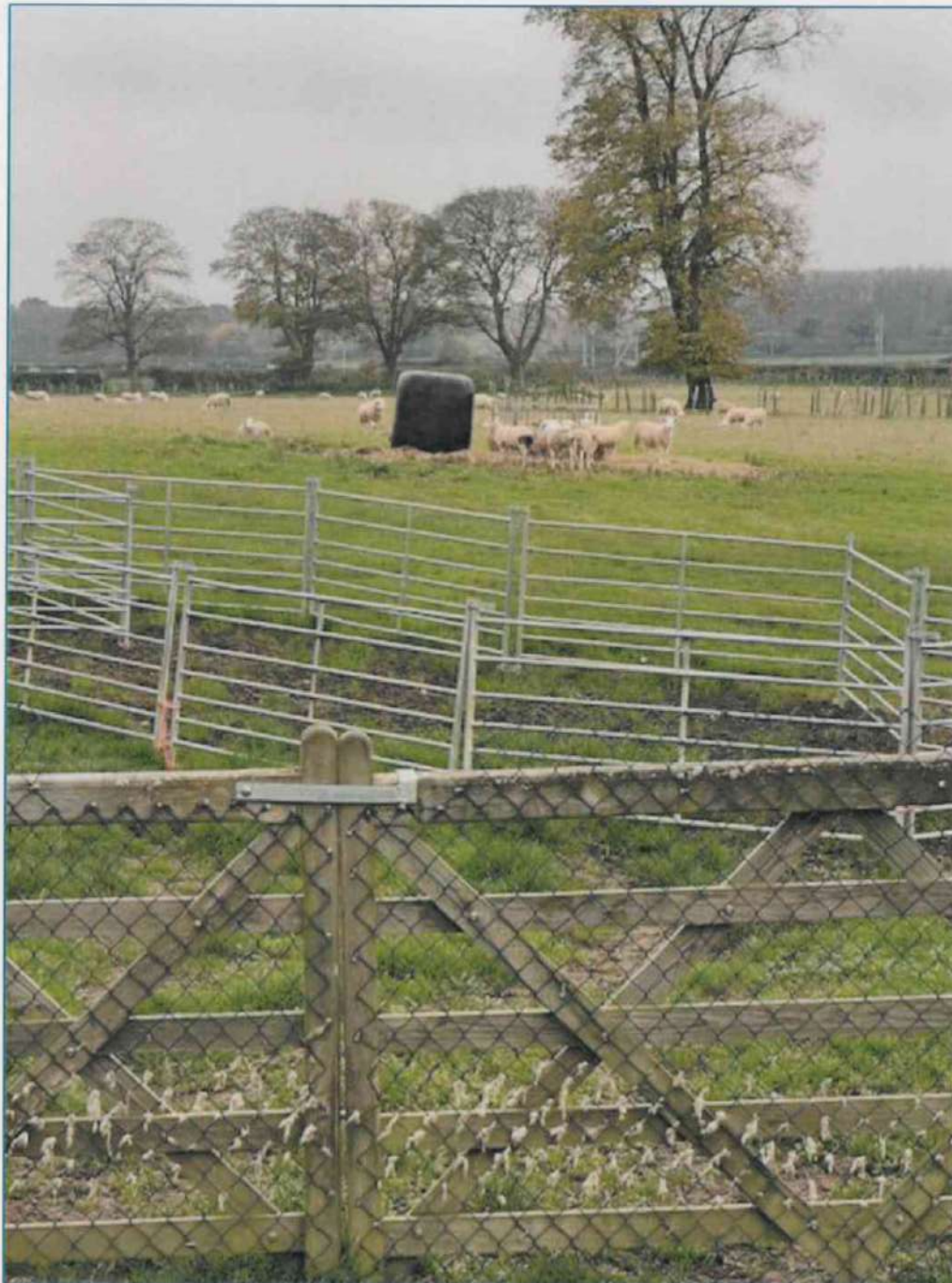
June 2019 – Sheep being rounded up from neighbour's garden



2021



2023



2023

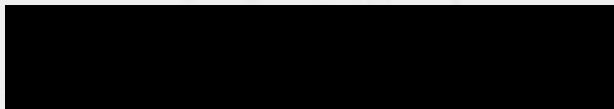
This is the exhibit Marked Exhibit GS6

Referred to in the statutory declaration of



Made this 13th day November 2024

Before



Solicitor/Commissioner for Oaths

CP Law Solicitors
2 Anvil Court
50 Denmark Street
Wokingham
RG40 2BB

AGREEMENT FOR A FARM BUSINESS TENANCY

Under the Agricultural Tenancies Act 1995
For an initial fixed term of more than two years

DATED 10th January 2024

BETWEEN

(1) [REDACTED] (Landlord)

And

(2) [REDACTED] (Tenant)

RELATING TO

LAND BETWEEN CASTLE END ROAD & MILLEY LANE HARE HATCH
READING BERKSHIRE RG10 9TL (The Property)

SPECIFIC AND ADDITIONAL PARTICULARS

Landlord:	([REDACTED]) of Winton Manor Milley Lane Hare Hatch Reading Berkshire RG10 9TL which is also the address for the service of notices
Tenant:	[REDACTED] of Tudor Cottage New Road Hurley Maidenhead Berkshire SL6 5SN which is also the address for the service of notices
The Property:	As defined in Schedule 1 and known as Land between Castle End Road & Milley Lane Hare Hatch Reading Berkshire RG10 9TL
Permitted User:	The Property is to be used only for agriculture as defined in section 38(1) of the Act for the purposes of the Tenant's trade or business except as otherwise stated in Clause 5.2.
Term:	This Lease commences on and includes 1st January 2018 for the period until and including 30th December 2024 and the Term also includes any subsequent statutory continuation under the Act but is subject to the Break Dates.
Break Dates:	None save for expiry of notice served on the Tenant's death, insolvency or for the non- agricultural use of part of the Property under clauses 11.8 and 11.9.
Partial Resumption of Possession:	To be available within the provisions of Clause 11.9.
Farm Objectives Plan	A plan agreed between the Landlord and Tenant as to objectives for the management of the Property for environmental and other purposes and how those objectives are to be delivered as recognised by Clause 4.3 as may be revised by agreement
Rent:	The Rent shall commence at the rate of £1 (one pound) per annum together with any Valued Added Tax that may be payable in addition.
Rent Payment Dates:	The Rent shall be payable annually in advance in one instalment on 1st January in each year.
Rent Review:	In accordance with Part 2 and particularly sections 10 and 13 of the Agricultural Tenancies Act 1995 unless and to the extent that provision for variation or review of the rent is made in Schedule 4.
Prescribed Rate:	An interest rate at 4 per cent per annum above the base rate for the time being set by the HSBC bank.
Dispute Resolution	In accordance with Clause 12

Together with all liabilities that may arise to notify His Majesty's Revenue and Customs of this Lease and to pay such sums of Stamp Duty Land Tax as may be due on this Lease from time to time.

3. Taking on the Lease

The Tenant agrees with the Landlord

Costs of This Lease

3.1 Each party is to bear their own costs in the preparation of this Lease.

Status as Farm Business Tenancy

3.2 That it is intended that this Lease shall be and remain a Farm Business Tenancy and to that end notices were served in respect of the Property between the Landlord and the Tenant under section 1(4) of the Act prior to the commencement of this Lease when its character was primarily or wholly agricultural. The Tenant's acknowledgement of the notice served by the Landlord is appended to this Lease.

4. The Management of this Agreement and the Property

The Landlord and the Tenant covenant with each other that in addition to the Tenant's obligations under Clause 5 and the Landlord's Obligations under Clause 9:

4.1 They will have regard to the Agricultural Landlord and Tenant Code of Practice for England (as published in April 2024) in their dealings with each other in relation to this Agreement and the Property

4.2 The provisions recorded in Schedule 8 apply to the management of the Property

4.3 They may agree a Farm Objectives Plan which may set out principles and specific measures for the management of the Property during the currency of this Lease as regards:

- its farming
- environmental considerations
- other interests of the parties
- the opportunities or difficulties in agricultural and environmental schemes whether government or private sector
- regular and recorded meetings between the parties regarding the implementation of the Plan

with the works improvements or changes that may be deemed necessary and the arrangements for making them. This Plan may be reviewed and revised from time to time as the parties may agree. Any reference to dispute resolution or the drafting or revision of the Plan will require the consent of both parties but this requirement does not apply to issues of interpretation of the Plan.

- 4.4 That in recognition of the rights and interests of the other neither will
- make the Property or any part of it subject to a conservation covenant that has effect for the management of the Property during the currency of this Lease
 - will use the Property or any part of it for any delivery of any agreement for biodiversity gain or nutrient neutrality during the currency of this Lease

- (g) To maintain the condition of the soil including the levels of nutrients and organic matter and comply with any specific requirements regarding the soil of the Property that are recorded in Schedule 8 or a Farm Objectives Plan.
- (h) To undertake soil testing in accordance with the Farming Rules for Water published by DEFRA (the Reduction and Prevention of Diffuse Agricultural Pollution (England) Regulations 2018)
- (i) To take all reasonable steps to protect the soil on the Property by having a cover of crops stubbles grass and other vegetation.
- (j) To manage the Property so as to minimise soil erosion and compaction by cropping practices livestock management overgrazing poaching wind and machinery.
- (k) To use his reasonable endeavours to keep the Property free from disease or infestation by pests.
- (l) To use his reasonable endeavours to destroy rabbits moles and other vermin and to spread any molehills and anthills on the Property and to destroy all thistles nettles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed and Himalayan Balsam.
- (m) Not to plough out or cultivate any area recorded as permanent pasture in Schedule 1 or required to be such under Schedules 7 8 or 9 or the Farm Objectives Plan without the prior written consent of the Landlord not to be unreasonably withheld or delayed.
- (n) Not to plough out or obstruct any public road or footpath or any right of way lawfully enjoyed by the Landlord or any other person save that if a footpath across a field is ploughed up it must be reinstated within 14 days.
- (o) Not to allow anything to be done on the Property which might cause the pollution of any watercourse or any supply of water.
- (p) To take all steps necessary to preserve and continue any licences permits consents and contracts in existence at the start of this Lease which are of benefit to the Property (including making all necessary applications and payments to preserve any licence granted under the Water Resources Acts 1963 or 1991) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents.
- (q) Subject to the Ground Game Acts not to do anything prejudicial to the preservation of any game (including nests and eggs) wildfowl woodcock and snipe hares or fish.
- (r) To give notice in writing to the Landlord of any dead or dangerous tree on the Property of which he becomes aware.

5.3 Records Information and Data Protection

5.3.1 To maintain necessary records of use and management of and production from the Property including those for:

- (a) inputs and outputs for each land parcel on the Property
- (b) the requirements of the Nitrates Pollution Prevention Regulations and
- (c) soil condition yield mapping and where adopted data from precision farming techniques

and if reasonably requested make such information promptly available to the Landlord and subsequent occupiers of the Property whether during the course of the Tenancy or under clause 10.1.2 doing so in such form as the Landlord may reasonably require

5.6 — Agri-Environment Woodland and Other Agreements or Contracts of the Landlord

~~5.6.1 Where the management of land in the Property is in a Countryside Stewardship agreement made with the Landlord before the date at which this lease takes effect the Tenant agrees to comply with the requirements of that agreement so far as it relates to the Property and in particular with those requirements recorded at Schedule 7 and thereby advised to the Tenant.~~

~~5.6.2 To comply with the requirements recorded in Schedule 7 and as they may be varied under Clause 5.6.3.~~

~~5.6.3 To agree to the variation of Schedule 7 to include the requirements of such agreements as they may be renewed extended or varied as Countryside Stewardship or Higher Level Stewardship agreements so far as the Landlord retains management control for that renewed extended or varied agreement during the Term and any continuation thereof to meet the rules for such agreements or contracts as may be provided for England and as they may change provided that such variation to Schedule 7 shall be reasonably required by the Landlord in the circumstances and notified in writing to the Tenant at least three months before the variation is intended take effect. In the event of dispute between the parties over the variation proposed the Tenant may within one month of that notification refer the question to determination under this Lease and if that determination approves a variation to Schedule 7 it may also amend any other term of this Lease including the rent but only in consequence of that variation to Schedule 7.~~

5.7 Encroachments

5.7.1 To preserve all easements on the Property or affected by or depending on it.

5.7.2 Not to permit any occupation of any part of the Property that might lead to a claim to title of that part through adverse possession.

5.7.3 Not to do or omit anything which might subject the Property to the creation of any new easement or right of way from being made over the Property and to prevent any new easements or other rights of way from being made over the Property and to inform the Landlord in respect of approaches being made in respect of the creation of any of the above mentioned.

5.8 Alienation

5.8.1 Not to assign underlet or otherwise part with or share possession or occupation of the whole or any part of the Property.

5.8.2 Not to grant any rights or agreement that would be subject to the Electronic Communications Code as set out in Schedule 3A of the Communications Act 2003 and any legislation amending or replacing it.

Indemnity

5.9 To indemnify the Landlord in respect of all and any losses costs penalties claims proceedings and demands (including legal and other professional costs and expenses) arising from breaches of this Lease.

Notice of Death of the Tenant

5.10 That should the Tenant die during the Term his representatives will give written notice of that death to the Landlord within one month.

9. Landlord's Covenants

The Landlord covenants with the Tenant:

Quiet Enjoyment

- 9.1.1 That if the Tenant observes and performs his covenants contained in this Lease the Tenant may peaceably hold and enjoy the Property without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for him.
- 9.1.2 That when the Landlord or those authorised by him exercise the rights under or reserved by this agreement including those in Clause 8.1 and Schedule 3 they shall cause as little damage as is reasonably possible and where they cause loss or damage to the Tenant the Landlord will compensate the Tenant for that.

9.2 Water

That where the Landlord supplies water to the Tenant for use on the Property it will be a supply of potable water adequate for that use and the Landlord will not charge more for that water than the maximum resale price set by the Water Services Regulatory Authority (Ofwat).

9.3 Data Protection

The personal information of the Tenant will be retained by the Landlord and any agent acting for the Landlord in managing the Property in accordance with the terms of their privacy policies ("the Policies") which will have been served on the Tenant. That information may have been provided before, during or after the Tenancy. The Landlord may share:

- (a) details of performance of obligations under this Lease by the Tenant
- (b) known addresses and details of the Tenant and any other occupiers
- (c) any other relevant information required by the Landlord with:
 - o utility and water companies
 - o relevant local authorities
 - o authorised contractors
 - o legal advisers
 - o any other interested third party.

Access, Tests, Inspections and Surveys

- 9.4 Where tests and inspections of fixed equipment on the Property are required by statute or regulation:
- (a) to be responsible for arranging all such tests and inspections except for those of Tenant's improvements or Tenant's fixed equipment
 - (b) to send a copy of all written reports on such tests and inspections to the Tenant.
 - (c) to undertake such resulting works of repair and replacement as are necessary for compliance with statute or other regulation which are the Landlord's responsibility under this Lease.

available to the next occupier of the Property on a request made no later than twelve months after the end of the Term and do so in a form that that person can use and in good time for them to be used.

10.1.3 Save where they are Tenant's improvements under Part III of the Act or are within section 8(2) of the Act but only to the extent required by the Landlord to remove any and all alterations additions and signs that may have been made to or installed on the Property by the Tenant in breach of clauses 5.4.1 and 5.4.2 of this Lease and to restore the Property to the condition which existed before the alterations additions or signs were made or installed.

10.1.4 Save as required under clause 10.1.5 to remove all his chattels.

10.1.5 On quitting the Property to leave properly protected on the Property all such unconsumed hay straw silage and farmyard manure as shall have been made on the Property in the last year of the Term where required to do so by a written notice served by the Landlord on the Tenant not less than six months before the termination date and subject to compensation payable by the Landlord in accordance with paragraph 1 of Schedule 9.

10.1.6 On quitting the Property to pay compensation to the Landlord as provided for in paragraph 3 of Schedule 9.

10.2 The Landlord covenants with the Tenant that:

- (a) he will ensure that subsequent occupiers of the Property will not breach any obligations or statutory requirements relevant to any application for payment under agricultural environmental or land management schemes or any commitments made by the Tenant in any agreement under such schemes provided such commitments were agreed by the Landlord in writing before the expiry of the tenancy (such consent not to be unreasonably delayed or refused)
- (b) he will indemnify the Tenant for any penalties or reductions in payments under those schemes or agreements claimed by the Tenant that may arise from any failure by the Landlord or a successor occupier to comply with the rules of those policies or agreements on the Property subject to a limit of one year's rent as due under this Lease.

11. Provided always and it is hereby agreed and declared that:

Forfeiture and Re-entry

11.1 The Landlord may forfeit this Lease by re-entering the Property if:-

- (a) the whole or part of the rents are overdue for twenty-one days or more after the same shall have become due (whether the same shall have been legally demanded or not); or
- (b) any of the Tenant's covenants in this Lease are not performed or observed; or
- (c) the Tenant shall become bankrupt or insolvent or enter into liquidation or any arrangement with its creditors

Rights of Third Parties

- 11.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease.

Determination of the Lease during its Term

- 11.7 (a) The Landlord or the Tenant may (subject to the provisions of this clause) determine this Lease by service of at least twelve months written notice on the other:
- (i) following the death of the Tenant
 - (ii) following the insolvency of the Tenant
- the date any such notice takes effect shall be a Break Date for this Lease.
- (b) If either party duly serves notice under this clause the Tenant shall be obliged to yield up the Property in accordance with Clause 10 with the benefit of vacant possession.
- (c) If a notice is duly served this Lease shall determine without prejudice to any rights or remedies which may have accrued to either party in respect of any breach of any of the covenants or obligations under this clause which shall continue to bind the parties.

Determination of Part of the Lease During the Term

- 11.8 The Landlord may determine this Lease in respect of part of the Property by serving on the Tenant at least twelve months written notice under the Act on or after the grant of a planning permission for a development or an equivalent consent under the General Permitted Development Order either of which would require a use of that part which would be inconsistent with the permitted user that part to be no more than ten per cent of the area of the Property as at the date the notice is served. The rent will not be reduced if this clause is implemented.

Service of Notices under this Lease

- 11.9 Any notices that may be served by one party on the other under this Lease are to be served in writing on that party at the address given in the Specific and Additional Particulars save where either party has notified the other in writing of the name and address of an agent duly authorised to receive notices on that party's behalf.

Certificate

- 11.10 There is no agreement for a lease to which this Lease gives effect.

12. Disputes

Where any dispute arises between the parties under this Lease which they do not settle between them it is to be determined by a single person acting as an arbitrator and they agree that the arbitrator shall be a person agreed upon by the parties or in default of such agreement to be a person appointed (on the application of either party) by the President of the Central Association of Agricultural Valuers. The determination of that arbitrator shall be final and binding on the parties and the costs of his appointment and determination as well as those of the parties in the matter shall be met by the parties according to his award.

SCHEDULE 3

RIGHTS RESERVED BY THE LANDLORD Under Clause 2 and subject to Clause 9.1.2

1. All timber trees with full right to inspect lop and fell trees and stack load and transport timber (including thinnings cordwood and underwood) felled on the Property the Landlord doing as little damage as possible
2. All mines and minerals and mineral substances with the right of access to search for (including the right to sink boreholes) work and carry away minerals and mineral substances won on the Property the Landlord doing as little damage as possible
3. The right to enter inspect and survey the Property at any reasonable time upon giving reasonable prior notice (which shall be at least 48 hours except in an emergency) as may be required for or ancillary to the purposes of an application for planning permission for a non-agricultural use of the Property or an adjoining property and including but not limited to works of excavation creating boreholes and sampling.
4. The right to enter and remain on the Property at any reasonable time upon giving reasonable prior notice (which shall be at least 48 hours except in an emergency) with or without equipment for all purposes in connection with any adjoining property and to carry out works thereon which are necessary or in all the circumstances reasonable.
5. All game including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) all wildfowl and hares with the exclusive right subject as aforesaid for the Landlord and all persons authorised by him to preserve the same and to hunt shoot and sport on the Property
6. The benefit of all existing and the right to grant future wayleaves easements rights and contracts for whatever purpose affecting the Property and all rents and monies payable in respect thereof, except payments specifically to the occupier in respect of disturbance to agricultural occupation (as for an electricity wayleave) which the Landlord will assist the Tenant to receive and where the Landlord receives such a payment in respect of agricultural occupation he shall pass that payment on to the Tenant.
7. The right to use all existing roads and paths on the Property subject to a reasonable contribution towards the cost of maintaining them
8. All springs wells ponds streams and watercourses with all fish therein with power for the Landlord and all persons authorised by him (subject to sufficient water being left for the Tenant for domestic and all agricultural purposes within the permitted user) to take and carry away water therefrom by means of pipes or otherwise and the exclusive right to fish in the said waters

SCHEDULE 6

FIXED EQUIPMENT

PART 1 – LIABILITY FOR INSURANCE OF FIXED EQUIPMENT Under Clause 7.1

1. Risks to be Covered by Insurance

The fixed equipment to be insured under Clause 7.1 is to be insured by the party responsible for it against fire, storm, flood, tempest, lightning, explosion, riot, civil commotion, malicious damage, impact, aircraft and other aerial devices or articles dropped from them.

2. Extent of Cover

That insurance is to be for an amount equal to the full re-instatement value of the fixed equipment being covered including all professional fees, demolition and site clearance costs, the cost of any work which might be required by or by virtue of any legislation and any VAT that is irrecoverable on such items.

PART 2 - TENANT'S IMPROVEMENTS Under Clause 9.5

None at the commencement of the tenancy

PART 3 – TENANT'S FIXTURES Under Clause 9.5

None at the commencement of the tenancy

PART 4 – REDUNDANT BUILDINGS AND FIXED EQUIPMENT Under Clauses 6.1 and 7.1

None

SCHEDULE 8

ADDITIONAL TERMS RELATING TO SOIL, CULTIVATION, MANAGEMENT AND CONSERVATION

Under Sub-Clauses 5.2(e) (f) (g) (h) (i) and (j)

According to the circumstances, a Farm Objectives Plan agreed under Clause 4.3 may sit alongside or replace this Schedule.

The following additional terms relating to the cultivation, management and conservation of the Property, the condition of its soils and fertility or to specific fields or areas of the Property, will apply in accordance with Sub-Clauses 5.2(e) to (j)

General

1. No areas recorded as permanent pasture in Schedule 1 are to be converted from that state.
2. No manure is to be removed from the Property

SSSI Management Agreements

(Terms of any agreements)

None

Ancient Monuments and Archaeology

(Terms of any agreements)

3. Not to permit any person onto the Property to search for or remove any objects of archaeological or scientific interest

Soil

The objective is that the Tenant is to maintain and where possible improve the soil of the Property and so its long run productivity.

4. Save as the Landlord may be required by any agreement to test soils on the Property, to undertake testings across the Property over a five year rotation of the parcels identified for this in Schedule 1 of soil organic matter, pH levels, nitrogen, phosphorus and potash and take action to remedy any deficiencies shown by those tests
5. To avoid soil erosion and compaction in farming both arable and pasture and remedy soil compaction and poaching of soil
6. Save for broken bales, not to burn cereal straw or cereal stubble or crop residues from oilseed rape, field beans harvested dry and peas harvested dry except for plant health reasons, where a notice has been served under the Plant Health (England) Orders of 2005 or 2015 or as they may be amended or replaced.

SIGNED as a DEED by

As Landlord
in the presence of:

Witness name:

Witness signature:

Witness Address:

20 SHEPHERD CLOSE BRISTOL BS34 8BA

Witness Occupation:

MAINTENANCE

SIGNED as a DEED by

As Tenant
in the presence of:

Witness name:

Witness signature:

Witness Address:

Flat 2, The White House, Lane End,
High Wycombe, Bucks HP14 3ER

Witness Occupation:

Veterinary Surgeon

