

## SCHEDULE

### MAINTENANCE, REPAIR AND INSURANCE OF THE FIXED EQUIPMENT OF A HOLDING

#### Part I

##### Rights and Liabilities of the Landlord

1.—(1) To execute all repairs and replacements to the under-mentioned parts of the farmhouse, cottages and farm buildings, namely:- roofs, including chimney stacks, chimney pots, eaves-guttering and downpipes, main walls and exterior walls, howsoever constructed, including walls and fences of open and covered yards and garden walls, together with any interior repair or decoration made necessary as a result of structural defect to such roofs or walls, floors, floor joists, ceiling joists and timbers, exterior and interior staircases and fixed ladders (including banisters or handrails) of the farmhouse and cottages, and doors, windows and skylights, including the frames of such doors, windows and skylights (but excepting glass or glass substitute, sashcords, locks and fastenings):

provided that in the case of repairs and replacements to floorboards, interior staircases and fixed ladders (including banisters or handrails), doors and windows and opening skylights (including frames), eaves-guttering and downpipes, the landlord may recover one-half of the reasonable cost thereof from the tenant.

(2) To execute all repairs and replacements to underground water supply pipes' wells, bore-holes and reservoirs and all underground installations connected therewith' and to sewage disposal systems, including septic tanks, filtering media and cesspools (but excluding covers and tops).

(3) Except as provided by paragraph 8, to replace anything mentioned in paragraph 5(1) which has worn out or otherwise become incapable of further repair unless the tenant is himself liable to replace it under paragraph 6.

- (a) 2. (1) (a) To keep the farmhouse, cottages and farm buildings insured to their full value against loss or damage by fire; and
- (b) as often as the farmhouse, cottages and farm buildings or any, or any part, of them shall be destroyed or damaged by fire, to execute all works of repair or replacement thereto necessary to make good damage by fire and to cause all money received in respect of such destruction or damage by virtue of such insurance to be laid out in the execution of such works.

(2) The proviso to paragraph 1(1) shall not apply to works falling within sub-paragraph (1)(b) of this paragraph.

3.—(1) As often as may be necessary in order to prevent deterioration, and in any case at intervals of not more than five years, properly to paint with at least two coats of a suitable quality or properly and adequately to gas-tar, creosote or otherwise effectively treat with a preservative material all outside wood and ironwork of the farmhouse, cottages and farm buildings, the inside wood and ironwork of all external outward opening doors and windows of farm buildings (but not of the farmhouse or cottages), and the interior structural steelwork of open-sided farm buildings which have been previously painted, gas-tarred, creosoted or otherwise treated with preservative material or which it is necessary in order to prevent deterioration of the same so to paint, gas-tar, creosote or treat with preservative material:

provided that in respect of doors, windows, eaves-guttering and downpipes the landlord may recover one-half of the reasonable cost of such work from the tenant, but if any such work to any of those items is completed before the commencement of the fifth year of the tenancy the sum which the

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landlord may so recover from the tenant shall be restricted to an amount equal to the aggregate of one-tenth part of such reasonable cost in respect of each year that has elapsed between the commencement of the tenancy and the completion of such work.

(2) In the last foregoing sub-paragraph “open-sided” means having the whole or the greater part of at least one side or end permanently open, apart from roof supports, if any.

**4.—(1)** The landlord shall be under no liability—

- (a) to execute repairs or replacements or to insure buildings or fixtures which are the property of the tenant, or
- (b) subject to paragraph 2(1)(b), to execute repairs or replacements rendered necessary by the wilful act or the negligence of the tenant or any members of his household or his employees.

(2) If the tenant does not start work on the repairs or replacements for which he is liable under paragraphs 5, 6, 7 and 8 within two months, or if he fails to complete them within three months of receiving from the landlord a written notice (not being a notice to remedy breach of tenancy agreement by doing work of repair, maintenance or replacement in a form prescribed under section 19(1) and (3) of the Agriculture (Miscellaneous Provisions) Act 1963) specifying the necessary repairs or replacements and calling on him to execute them the landlord may enter and execute such repairs or replacements and recover the reasonable cost from the tenant forthwith.

- (a) (3) (a) If the tenant wishes to contest his liability to execute any repairs or replacements specified in a notice served upon him by the landlord under the last foregoing sub-paragraph he shall within one month serve a counter-notice in writing upon the landlord specifying the grounds on which and the items of repair or replacement in respect of which he denies liability and requiring the question of liability in respect thereof to be determined by arbitration under the Act.
- (b) Upon service of the counter-notice on the landlord, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the termination of an arbitration determining the question of liability in respect of those items.
- (c) In this sub-paragraph, “termination”, in relation to an arbitration, means the date on which the arbitrator's award is delivered to the tenant.