



Agricultural Holdings (Scotland) Act 2003

2003 asp 11

PART 1

AGRICULTURAL TENANCIES

CHAPTER 2

GENERAL PROVISION AS TO NEW TYPES OF TENANCY

Short limited duration tenancies and limited duration tenancies: general provision

16 Fixed equipment etc.

- (1) When a lease constituting a short limited duration tenancy or a limited duration tenancy is entered into, any fixed equipment on the land comprised in the lease is to be specified in the lease.
- (2) At any time after the commencement of the tenancy, the landlord and tenant may by agreement in writing—
 - (a) specify any fixed equipment not specified under subsection (1); or
 - (b) vary the terms of any specification of fixed equipment.
- (3) There is incorporated in every lease constituting a short limited duration tenancy or a limited duration tenancy an undertaking by the landlord that the landlord will—
 - (a) at the commencement of the tenancy or as soon as is reasonably practicable thereafter, put the fixed equipment on the land into a thorough state of repair and will provide such buildings and other fixed equipment as will enable an occupier reasonably skilled in husbandry to maintain efficient production as respects both—
 - (i) the kind of produce specified in the lease, or (failing such specification) in use to be produced on the land; and
 - (ii) the quality and quantity of such produce; and
 - (b) during the tenancy effect such replacement or renewal of the buildings or other fixed equipment as may be rendered necessary by natural decay or by fair wear and tear.

Status: This is the original version (as it was originally enacted).

- (4) In subsection (3)(a), “produce” includes anything (whether live or dead) produced in the course of agriculture.
- (5) There is also incorporated in every such lease a provision that the liability of the tenant in relation to the maintenance of fixed equipment extends only to a liability to maintain the fixed equipment on the land in as good a state of repair (natural decay and fair wear and tear excepted) as it was in—
 - (a) immediately after it was put in repair as mentioned in subsection (3)(a); or
 - (b) in the case of equipment provided, improved, replaced or renewed during the tenancy, immediately after it was so provided, improved, replaced or renewed.
- (6) Any agreement between the landlord and tenant which purports to provide for the tenant to bear any expense of any work which the landlord is required to execute in order to fulfil the landlord’s obligations under the lease is of no effect.
- (7) Any term of a lease constituting a short limited duration tenancy or a limited duration tenancy that requires the tenant to pay the whole or any part of the premium due under a fire insurance policy over any fixed equipment on the land is of no effect.