

SCHEDULE

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

Part III

General Provisions

13.—(1) If at any time and from time to time the landlord or the tenant shall be of opinion that any item of fixed equipment is, or before the same was damaged or destroyed by fire was, redundant to the farming of the holding, the landlord or the tenant may by giving two months' notice in writing to the other of them require that the question whether such item of fixed equipment is, or before such damage or destruction was, so redundant shall be determined, in default of agreement, by arbitration under the Act, and if the arbitrator shall award that the said item of fixed equipment is, or before such damage or destruction by fire was, redundant to the farming of the holding then, as from the date of such award, paragraph 14(1) shall apply to that item and both the landlord and the tenant shall be relieved from all liability in respect of any antecedent breach of any obligation to maintain, repair or replace the item of fixed equipment so awarded to be redundant and the landlord shall be entitled to demolish and remove such item of fixed equipment and to enter upon the holding for those purposes.

(2) In any arbitration to which sub-paragraph (1) of this paragraph applies, no item of fixed equipment shall be determined to be, or to have been before damage or destruction by fire, as the case may be, redundant to the farming of the holding, unless the arbitrator shall be satisfied that the repair or replacement of such item is or, as the case may be, was, not reasonably required having regard to—

- (a) (i) the landlord's responsibilities to manage the holding in accordance with the rules of good estate management; and
- (ii) the period for which the holding may reasonably be expected to remain a separate holding; and
- (b) the character and situation of the holding and the average requirements of a tenant reasonably skilled in husbandry.

14. Nothing contained in Part I or Part II hereof shall create any liability on the part of either landlord or tenant:

(1) to maintain, repair, replace or insure any item of fixed equipment which the landlord and the tenant agree in writing to be obsolete or redundant to the farming of the holding or which in the event of any dispute between them as to whether it is, or before the same was damaged or destroyed by fire was, redundant to the farming of the holding, shall be awarded to be so redundant by an arbitrator in an arbitration as mentioned in paragraph 13; or

(2) to execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or the blocking of outfalls which are not under the control of either the landlord or the tenant.

15. If any claim, question or difference shall arise between the landlord and the tenant under the foregoing provisions hereof, not being a matter which, otherwise than under the provisions of this paragraph, is required by or by virtue of the Act or section 19 of the Agriculture (Miscellaneous Provisions) Act 1963 (notice to remedy breach of tenancy agreement) or regulations or orders made thereunder or the foregoing provisions hereof to be determined by arbitration under the Act, such claim, question or difference shall be determined, in default of agreement, by arbitration under the Act.

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Interpretation

16.—(1) In this Schedule, unless the context otherwise requires, “the Act” means the Agricultural Holdings Act 1948 as amended by any other enactment.

(2) Any reference in this Schedule to a numbered paragraph is a reference to the paragraph bearing that number in this Schedule.