STATUTORY INSTRUMENTS

1964 No. 707

LANDLORD AND TENANT

AGRICULTURAL HOLDINGS

The Agriculture (Forms of Notices to Remedy) Regulations 1964

Made - - - -	11*th May* 1964
Laid before Parliament	19*th May* 1964
Coming into Operation	1*st July* 1964

The Minister of Agriculture, Fisheries and Food, in exercise of the powers conferred upon him by section 19(1) and section 19(3) of the Agriculture (Miscellaneous Provisions) Act 1963(a), and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1.—(1) These regulations may be cited as the Agriculture (Forms of Notices to Remedy) Regulations 1964 and shall come into operation on 1st July 1964.

(2) In these regulations "notice to remedy" means a notice served on the tenant of an agricultural holding for the purposes of paragraph (*d*) of section 24(2) of the Agricultural Holdings Act 1948(b) requiring him to remedy a breach of a term or condition of his tenancy.

(3) A form referred to by number means the form so numbered in the schedule to these regulations or a form substantially to the same effect.

(4) The Interpretation Act 1889(c) shall apply to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

2. A notice to remedy which requires the doing of any work of repair, maintenance or replacement shall be in Form 1 and any other notice to remedy shall be in Form 2.

In witness whereof the official seal of the Minister of Agriculture, Fisheries and Food is hereunto affixed on 11th May 1964.

(L.S.)

Christopher Soames.
Minister of Agriculture, Fisheries and Food.

(a) 1963 c. 11. (b) 11 & 12 Geo. 6. c. 63. (c) 52 & 53 Vict. c. 63.

SCHEDULE

FORM 1

AGRICULTURAL HOLDINGS ACT 1948, SECTION 24(2)(*d*)

AGRICULTURE (MISCELLANEOUS PROVISIONS) ACT 1963, SECTION 19(1)

Notice to tenant to remedy breach of tenancy agreement by doing work of repair, maintenance or replacement

Re the holding known as .....

To .....

.....

(Name and address of tenant)

1. I hereby give you notice that I require you to remedy within..... months(a) from the date of service of this Notice the breaches whereof particulars are given below of the terms or conditions of your tenancy, being breaches which are capable of being remedied of terms or conditions which are not inconsistent with the fulfilment of your responsibilities to farm the holding in accordance with the rules of good husbandry.

2. This Notice requires the doing of the work of repair, maintenance or replacement specified below.

3. This Notice is given in accordance with section 24(2)(*d*) of the Agricultural Holdings Act 1948, and section 19(1) of the Agriculture (Miscellaneous Provisions) Act 1963. Failure to comply with it within the period specified above may be relied on as a reason for a notice to quit under section 24(2)(*d*) of the Agricultural Holdings Act 1948.

4. Your attention is drawn to the Notes following the signature to this Notice.

(a) This period must be a reasonable period for the tenant to remedy the breaches and must in any event be not less than six months.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

Term or condition of tenancy	*Particulars of breach and work required to remedy it*
.....	.....
.....	.....

Date .....

(Signed) .....

(If signed by any other person than the landlord of the holding, state in what capacity or by what authority the signature is affixed.)

NOTES

In these Notes, "the Order" means the Agriculture (Notices to Remedy and Notices to Quit) Order 1964 (*S.I.* 1964 *No.* 706)

What to do if you wish to contest your liability to do any of the work required by this Notice

1. If you dispute your liability to do the work, or any part of the work, required by this Notice to Remedy, you can refer this question to arbitration under Article 5(2) of the Order.

2. If you wish to refer this question to arbitration, you must do so now on receipt of this Notice to Remedy; you will not be able to refer it to arbitration later, on receipt of a notice to quit.

3. To refer this question to arbitration you must, within one month of the service upon you of this Notice to Remedy, serve a notice in writing upon your landlord specifying the items for which you deny liability and requiring the matter to be determined by arbitration under the Agricultural Holdings Act 1948.

4. If you refer this question to arbitration, you are not obliged to carry out the work which is the subject of the reference to arbitration unless and until the arbitrator decides that you are liable to do it ; but you must carry out any work for which you do not dispute liability.

5. You may, if you wish, carry out any of the work which is the subject of the reference to arbitration without waiting for the arbitrator's award. If you do this and the arbitrator finds that you have carried out any such work which was not your liability, he will determine at the time he makes his award the reasonable cost of any such work which you have done and you will be entitled to recover this from your landlord. (See Article 8 of the Order.)

What to do if you wish to contest any other question arising under this Notice to Remedy

6. If you wish to contest any question arising under this Notice other than your liability to do the work, you should refer the question to arbitration in either of the following ways, according to whether you are also questioning your liability to do the work or not:—

(*a*) If you are referring to arbitration the question of your liability to do work, then you must also refer to arbitration at the same time any other questions relevant to this Notice which you may wish to dispute. To do this, you should include in the notice to your landlord referred to in Note 3 above a statement of the other questions which you require to be determined by arbitration under the 1948 Act. (See Article 5(3) of the Order.)

(*b*) If you accept liability for the work specified in this Notice, but wish to contest some other question arising under the Notice, you may refer that question to arbitration either now, on receipt of this Notice to Remedy, or later, if you get a notice to quit. To refer the question to arbitration now, you should serve on your landlord within one month after the service of this Notice to Remedy a notice in writing setting out what it is you require to be determined by arbitration under the 1948 Act. (See Article 5(3) of the Order.)

Extensions of time allowed for complying with this Notice to Remedy

7. If you refer to arbitration now any question arising from this Notice to Remedy, the time allowed for complying with the Notice will be extended until the termination of the arbitration. If the arbitrator decides that you are liable to do any of the work specified in this Notice to Remedy, he will extend the time in which the work is to be done by such period as he thinks fit. (See Article 6 of the Order.)

Warning as to the effect which any extension of the time allowed for complying with this Notice to Remedy may have upon a subsequent notice to quit

8. If your time for doing the work is extended as mentioned in Note 7 above, the arbitrator can specify a date for the termination of your tenancy should you fail to complete the work you are liable to do within the extended time. Then, if you did fail to complete that work within the extended time, your landlord could serve notice to quit upon you expiring on the date which the arbitrator had specified, and the notice would be valid even though that date might be less than 12 months after the next term date, and might not expire on a term date. The arbitrator cannot, however, specify a termination date which is less than 6 months after the expiry of the extended time to do the work. Nor can he specify a date which is earlier than would have been possible if you had not required arbitration on this Notice to Remedy and had failed to do the work. (See Article 7 of the Order.)

FORM 2

AGRICULTURAL HOLDINGS ACT 1948 SECTION 24(2)(*d*)
AGRICULTURE (MISCELLANEOUS PROVISIONS) ACT 1963 SECTION 19(1)

Notice to tenant to remedy breach of tenancy agreement (not being a notice requiring the doing of any work of repair, maintenance or replacement)

Re the holding known as.....

To .....

.....

(Name and address of tenant)

1. I hereby give you notice that I require you to remedy within.....months from the date of service of this Notice the breaches whereof particulars are given below of the terms or conditions of your tenancy, being breaches which are capable of being remedied of terms or conditions which are not inconsistent with the fulfilment of your responsibilities to farm the holding in accordance with the rules of good husbandry.

2. This Notice is given in accordance with section 24(2)(*d*) of the Agricultural Holdings Act 1948 and section 19(1) of the Agriculture (Miscellaneous Provisions) Act 1963. Failure to comply with it within the period specified may be relied on as a reason for a notice to quit under section 24(2)(*d*) of the Agricultural Holdings Act 1948.

3. Your attention is drawn to the Note following the signature to this Notice.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

Term or condition of tenancy	*Particulars of breach*
.....	.....
.....	.....

Date .....

Signed.....

(If signed by any other person than the landlord of the holding, state in what capacity or by what authority the signature is affixed.)

NOTE

You cannot at this stage refer to arbitration either your liability to comply with this Notice to Remedy, or any other question as to the validity of the Notice. You will, however, be entitled to do so later, if a notice to quit is served on you on the ground that you have failed to comply with this Notice to Remedy. At that stage you can refer any such questions to arbitration, when contesting the validity of the reasons stated in the notice to quit, under Article 9 of the Agriculture (Notices to Remedy and Notices to Quit) Order 1964, (S.I. 1964 No. 706).

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to indicate their general purport.)

These Regulations prescribe the forms to be used by the landlord of an agricultural holding when serving on his tenant a notice to remedy breaches of the terms and conditions of the tenancy for the purposes of section 24(2)(*d*) of the Agricultural Holdings Act 1948. Different forms are prescribed according to whether or not any work of repair, maintenance or replacement is required to remedy the breach.