EXPLANATORY NOTE

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

These Regulations, made with the approval of the Treasury, lay down the forms and procedure applicable to cases where smallholdings authorities and certain county borough councils claim a contribution from the Minister of Agriculture and Fisheries towards losses to be incurred in carrying out approved schemes for the provision, laying-out, alteration or equipment of smallholdings. The Regulations follow the main lines of those hitherto in force (The Small Holdings and Cottage Holdings (Contributions Towards Losses) Regulations, 1927—S.R. & O. 1927, No. 581) with certain modifications called for by the provisions of Part IV of the Agriculture Act, 1947. The present Regulations come into operation on 1st October, 1949, the date on which Part IV of the Agriculture Act, 1947, comes into operation by virtue of the Agriculture Act, 1947 (Commencement) Order, 1949 (S.I. 1949, No. 1201). As from that date, the above-named Regulations of 1927 will cease to have effect in so far as they relate to smallholdings.

The Smallholdings (Management) Regulations, 1949

1949 No. 1801

Made - - - -	*23rd September,* 1949
Laid before Parliament	*27th September,* 1949
Coming into Operation	*1st January,* 1950

In pursuance of paragraph (*a*) of subsection (1) of section fifty-five of the Agriculture Act, 1947(**a**), and of all other powers enabling him in that behalf, the Minister of Agriculture and Fisheries hereby makes the following regulations :—

1.—(1) These regulations may be cited as the Smallholdings (Management) Regulations, 1949, and shall (save as provided in paragraph (4) of regulation 3 hereof) come into operation on the first day of January, 1950.

(2) Where, by virtue of any of the provisions of section sixty-five of the Agriculture Act, 1947, the provisions of Part IV of the said Act apply in relation to the council of a county borough, the expression " smallholdings authority " in these regulations shall include the council of any such county borough.

(3) The Interpretation Act, 1889(**b**), shall apply to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

2. An agreement entered into by a smallholdings authority for the letting of a small holding shall (subject to the provisions of regulation 3 hereof) be in the form set out in the Schedule to these regulations, with any such necessary adaptations as may be indicated in the said Schedule and the marginal notes thereto :

(**a**) 10 & 11 Geo. 6. c. 48. (**b**) 52 & 53 Vict. c. 63.

Provided that if at any time whether before or after these regulations come into operation any smallholdings authority submits to the Minister of Agriculture and Fisheries (hereinafter in these regulations called "the Minister") and obtains his approval to a draft form of agreement for use in the letting of smallholdings by that authority, the form of agreement so approved may be used (subject to the provisions of regulation 3 hereof) for the letting of smallholdings by that authority in place of the form set out in the Schedule to these regulations.

3.—(1) A smallholdings authority may, at its discretion, for the purpose of a particular letting, make in the form set out in the Schedule to these regulations, or (as the case may be) in the form of agreement submitted to and approved by the Minister as aforesaid, such variation as is necessary or expedient solely in order to meet any special circumstances or conditions of the particular smallholding to be let.

(2) Nothing in these regulations shall affect the right or the duty of a smallholdings authority to vary the terms of an agreement for the letting of a particular smallholding in accordance with the judgment, decision or direction of a court or tribunal of competent jurisdiction, or the award of an arbitrator in an arbitration under the Agricultural Holdings Act, 1948(**a**).

(3) Save as provided in these regulations, no variation shall be made for the purpose of any letting by a smallholdings authority in the form set out in the Schedule to these regulations or in any form of agreement approved as aforesaid, except with the consent of the Minister.

(4) The Minister may, at any time before these regulations come into operation, whether or not an application for the purpose is made to him by a smallholdings authority, give notice in writing to a smallholdings authority suspending the application of the provisions of this and the last foregoing regulation in relation to that particular smallholdings authority until a date to be named in the said notice, not being later than three months from the date of the said notice.

4. A tenant to whom a smallholding is let by a smallholdings authority and persons claiming under such a tenant shall not be concerned to inquire whether the provisions of these regulations have been complied with; and the terms of an agreement for the letting of a smallholding, if otherwise valid and legally binding, shall have full force and effect, notwithstanding that any of the provisions of these regulations have not been complied with.

In witness whereof the Official Seal of the Minister of Agriculture and Fisheries is hereunto affixed this 23rd day of September, 1949.

(L.S.) *T. Williams,*
Minister of Agriculture and Fisheries.

(a) 11 & 12 Geo. 6. c. 63.

SCHEDULE

Form of agreement for the letting of smallholdings by smallholdings authorities

AN AGREEMENT made the day of 19 BETWEEN THE COUNCIL OF THE ADMINISTRATIVE COUNTY OF (THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF (hereinafter called "the Landlords" which expression where the context admits includes the persons deriving title under them) acting by of the one part and of (hereinafter called "the Tenant(s)" which expression where the context admits includes the persons deriving title under him/them) of the other part

Delete throughout form any words underlined and any parts of words in brackets which may not be required.

WHEREBY IT IS AGREED as follows:—

1. THE Landlords agree to let and the Tenant(s) agree(s) to take ALL THAT piece of land with the dwellinghouse and buildings thereon containing acres or thereabouts situate in the Parish of in the County of being the holding numbered on the list of smallholdings kept by the Landlords (hereinafter called "the Holding") and more particularly described in the Schedule hereto and delineated on the plan annexed hereto and thereon edged red Together with a right of way at all times by day and by night and for all purposes (in common with the Landlords and all persons who now have or may hereafter have the like right) on foot and with animals and vehicles over the roads and tracks coloured brown on the said plan and on foot only over the footpaths coloured green on the said plan EXCEPT AND RESERVED to the Landlords as hereinafter mentioned FROM the day of 19 from year to year determinable at the end of any year by not less than 12 calendar months notice in writing given by either party to the other AT the clear yearly rent of £ until any rent is substituted therefor by agreement or by arbitration under the provisions of the Agricultural Holdings Act 1948 (hereinafter called "the Act of 1948") and thereafter such substituted rent the said rent of £ or such substituted rent (as the case may be) to be paid by equal quarterly payments on the day of the day of the day of the day of and the day of in every year the first payment to be made on the day of next and the last payment to become due and payable on the quarterly day for payment of rent preceding the date of the end of the tenancy in addition to the rent for the quarter ending on such day. The said rents to be paid free from all deduction whatsoever except for Landlords Property Tax Land Tax Tithe Redemption Annuity and Owner's Drainage Rates.

2. THE exceptions and reservations to the Landlords hereinbefore referred to are as follows:—

(1) All timber and other trees pollards saplings stocks and underwood with power for the Landlords and all persons duly authorised by them to mark fell cut and remove the same doing as little damage as possible and paying to the Tenant(s) reasonable compensation for any damage actually done.

(2) All mines and minerals quarries beds of stone gravel sand and clay (with liberty however for the Tenant(s) to use such stones as are on the surface of the land for repairing the roads and paving on the Holding but not for sale) with power for the Landlords and all persons

authorised by them to enter upon the Holding or any part thereof and to search for work and remove the same (with power to let down the surface and any buildings erected or to be erected thereon in the exercise of the aforesaid liberties) making to the Tenant(s) reasonable compensation for damage thereby done to the surface buildings or crops and an abatement of rent in respect of the surface land of which the Tenant(s) may be deprived by reason of the exercise of such liberties as aforesaid.

(3) All springs of water with power for the Landlords and any persons authorised by them to take and carry away water therefrom by means of pipes or otherwise (provided that sufficient water be left for the Tenant(s) for domestic and agricultural purposes).

(4) 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 hares rabbits and fish with the exclusive right subject as aforesaid for the Landlords and all persons authorised by them to preserve the same and to hunt course fish shoot and sport on the Holding.

(5) A right of way for the Landlords and all persons authorised by them at all times by day and by night and for all purposes on foot and with animals and vehicles over the roads and tracks coloured yellow on the said plan and on foot only over the footpaths coloured violet on the said plan.

(6) The benefit of all wayleave contracts existing at the date of this Agreement and entered into with the British Electricity Authority or any authority or company now or formerly authorised to supply electricity and all rents and other moneys payable thereunder and the power to enter on the Holding and carry out at the Landlords' cost anything required to be done thereunder by the Landlords.

3. THE Tenant(s) HEREBY JOINTLY AND SEVERALLY AGREE(S) with the Landlords as follows:—

(1) To pay the rents hereby reserved at the times and in manner aforesaid.

(2) To pay all such rates and taxes as in the absence of agreement to the contrary would be payable by the occupier of the Holding.

(3) To pay on entry or on demand to the Landlords or (if so directed by the Landlords) to the outgoing tenant the amount that would be payable in respect of the improvements and other matters specified in the Fourth Schedule to the Act of 1948 to the outgoing tenant if he had been holding under the terms of an agreement containing the same terms *mutatis mutandis* as those herein contained any dispute as to such amount to be submitted to arbitration by a single arbitrator to be appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors.

(4) Except in so far as such liabilities fall to be undertaken by the Landlords under Clause 4 hereof:—

(i) To repair and keep and leave clean and in good tenantable repair order and condition the dwellinghouse cottages and buildings together with all fixtures and fittings drains sewers water supplies pumps fences live and dead hedges gates field walls posts stiles bridges culverts ponds water courses ditches roads and yards in and upon the Holding or which during the tenancy may be erected or provided thereon and to keep clean and in good working order all roof valleys eaves-guttering and downpipes gulleys and grease-traps; and also to use carefully so as to protect from wilful reckless or negligent damage all items for the repair of which the Landlords are responsible under sub-clauses (2) and (3) of Clause 4 hereof and also to report in writing immediately to the Landlords any damage however caused to items for the repair of which the Landlords are responsible.

(ii) To replace or repair and upon replacement or repair adequately to paint gas-tar or creosote as may be proper all items of fixed equipment (which expression shall have the same meaning as in the Act of 1948) and to do any work where such replacement repair or work is rendered necessary by the wilful act or negligence of the Tenant(s) or any members of his/their household or his/their employees.

(iii) In the year 19 and thereafter as often as may be necessary and in any case at intervals of not more than seven years properly to clean colour whiten paper and paint with materials of suitable quality the inside of the dwellinghouse cottages and buildings which have been previously so treated and in each year of the tenancy to limewash the inside of all buildings which previously have been limewashed.

The words underlined to be deleted if the first interior painting is to be in the 7th year of the tenancy

(iv) Notwithstanding the general liability of the Landlords for repairs and replacements to renew all broken or cracked tiles or slates and replace all slipped tiles or slates from time to time as the damage occurs but so that the cost shall not exceed five pounds in any one year of the tenancy.

(v) To cut out and lay a proper proportion of the hedges in each year of the tenancy so as to maintain them in good and sound condition.

(vi) To dig out scour and cleanse all ponds watercourses ditches and grips as may be necessary to maintain them at sufficient width and depth and to keep clear from obstruction all field drains and their outlets.

(vii) To provide free of charge suitable straw or reed for the repair or renewal of thatch.

(viii) To repay to the Landlords one half of the reasonable cost incurred by them.

(*a*) under Clause 4 (2) hereof in repairs and replacements to floor boards doors windows eaves-guttering and downpipes; and

(*b*) under Clause 4 (5) hereof in painting gas-tarring or creosoting doors windows eaves-guttering or down-pipes except in the year 19 .*

The words underlined to be deleted if the words underlined in Clause 4 (5) are deleted.

*The year mentioned in Clause 4 (5).

(ix) If the last year of the tenancy is not a year in which such cleaning colouring whitening papering and painting as is mentioned in paragraph (iii) hereof is due to be carried out to pay to the Landlords at the end of such last year one-seventh part of the estimated reasonable cost thereof in respect of each year that has elapsed since such last cleaning colouring whitening papering and painting as aforesaid.

(x) On the Landlords' carrying out the painting gas-tarring or creosoting of doors windows eaves-guttering and downpipes of buildings hereinafter agreed to be carried out by him in the year 19 * to pay to the Landlords one-tenth of the reasonable cost thereof in respect of each year that has elapsed since the commencement of the tenancy and if the last year of the tenancy is not a year in which the Landlords are liable under Clause 4 (5) hereof to paint gas-tar or creosote the doors windows eaves-guttering and down-pipes of buildings to pay to the Landlords at the end of such last year one-tenth part of the estimated reasonable cost thereof in respect of each year that has elapsed since such last painting gas-tarring or creosoting as aforesaid.

The words underlined to be deleted if the words underlined in Clause 4 (5) are deleted.

*The year mentioned in Clause 4 (5).

(5) That if the Tenant(s) fail(s) to execute repairs for which he is/they are liable under paragraphs (i) (ii) and (iii) of the last preceding sub-clause within one month of receiving from the Landlords a written

request specifying the necessary repairs and calling on him/them to execute them the Landlords may enter on the Holding and execute such repairs and recover the reasonable cost from the Tenant(s) forthwith.

(6) Personally to farm the Holding in accordance with the rules of good husbandry as provided by Section 11 of the Agriculture Act 1947 and in particular and without prejudice to the generality of those rules:—

†Insert here "Dairy" or "Mixed" or "Market Garden" or such other description as may be required.

(i) To use the Holding primarily as a † Holding.

(ii) To keep down all vermin and spread and level all mole and ant hills.

(iii) To consume upon the Holding all hay straw haulm root crops (other than root crops normally grown for sale) and forage crops grown on the Holding.

(iv) Not to sell off or remove from the Holding any hay straw haulm root crops (other than root crops normally grown for sale) or other forage crops produced on the Holding during the last year of the tenancy and not to sell off or remove any such produce at any time previously without returning and applying in a husbandlike manner to the Holding within six months of the sale or removal of such produce good rotten farmyard or stable manure or artificial manures approved by the Landlords to the full equivalent manurial value of all such produce sold off or removed from the Holding.

(v) Not at any time to sell off or remove from the Holding any manure made or produced thereon but to preserve cart and spread the same on the land in a husbandlike manner.

(vi) To keep and at the termination of the tenancy to leave the orchards well and sufficiently stocked and to prune and properly preserve and maintain all fruit trees and fruit bushes growing on the Holding.

(7) To keep and produce on demand to the Landlords true accounts and vouchers of all produce sold off or removed from the Holding and of all manures and feeding stuffs purchased and applied to the Holding pursuant to Section 11 of the Act of 1948 or paragraph (iv) of the last preceding sub-clause and of all home-grown produce consumed on the Holding.

(8) To insure against loss or damage by fire to the full value thereof in an insurance office approved by the Landlords all live and dead stock on the Holding and all harvested crops grown on the Holding for consumption thereon and whenever required to forward to the Landlords the policy of insurance and the receipt for the current premium thereon and in the event of the destruction by fire of any such harvested crops to return to the Holding the full equivalent manurial value of the crops destroyed in so far as the return thereof is required for the fulfilment by the Tenant(s) of his/their responsibilities to farm the Holding in accordance with the rules of good husbandry.

(9) Without prejudice to the provisions of Section 10 of the Act of 1948 not to break up any land described as permanent pasture or orchard in the Schedule hereto without the previous written consent of the Landlords.

(10) To preserve all timber and other trees pollards and saplings from bite of cattle or other injury and not to cut lop top or crop any of the timber timberlike trees or saplings likely to become timber now or hereafter growing upon the Holding nor hang gates on or drive any nail or hook into or otherwise injure any such tree or sapling.

(11) Not to erect any new building or alter any existing or future building on the Holding without the previous consent in writing of the Landlords or their agent except as provided by Section 50 of the Act of 1948.

(12) (*a*) Personally to reside in the dwellinghouse on the Holding.

(*b*) Subject as mentioned in the next succeeding paragraph not to assign charge underlet or part with the possession of the Holding in any way whatever.

(*c*) Not without the written consent of the Landlords to sell or let the right of grazing on the Holding or take in thereon stock belonging to any other person.

(13) Not without the written consent of the Landlords

(*a*) to occupy or farm any agricultural land other than the Holding whether for the purpose of a trade or business or otherwise.

(*b*) to engage in any trade or business other than agriculture.

(*c*) to engage in any occupation or enter into any employment which might hinder the cultivation by the Tenant(s) of the Holding in accordance with the agreements provisions and conditions herein contained.

(14) Not to use or permit to be used the Holding or any part thereof for the purpose of advertising or for any purpose other than agriculture.

(15) Not to do or suffer to be done on the Holding anything which may be or become a nuisance or annoyance to the Landlords or the owners or occupiers of any adjoining land.

(16) To cultivate the Holding so that in the last year of the tenancy:—

(*a*) not more than acres and not less than acres of the arable land shall be in straw crops of which not more than acres and not less than acres shall be seeded in clover and grass seeds.

(*b*) not more than acres and not less than acres of the arable land shall be in roots or green crops.

(*c*) not more than acres and not less than acres of the land described in the Schedule hereto as permanent pasture shall be made into hay and that the seeds referred to in paragraph (*a*) hereof shall not be grazed after *{harvest / the 1st day of November} in the last year of the tenancy.

*The words "the 1st day of November" to be deleted if the tenancy is determinable on or after the 29th September in any year; in all other cases the word "harvest" to be deleted.

(17) At the termination of the tenancy to leave upon the Holding all the unconsumed hay straw roots and green crops (not being root or green crops normally grown for sale) all harvested crops being properly stacked and thatched or otherwise properly stored on being paid by the Landlords the fair value thereof at the date of such termination according to the Act of 1948 or any statutory modification or re-enactment thereof for the time being in force and any regulations for the time being in force made thereunder or which have effect as if so made.

(18) To permit the Landlords and persons authorised by them to enter on the Holding at all reasonable times to view the state and condition thereof or to perform any of the agreements on their part herein contained or in any other way to fulfil their responsibilities to manage the Holding in accordance with the rules of good estate management and to permit persons authorised by the Minister of Agriculture and Fisheries to enter on and inspect the Holding and carry out thereon any work which it may be lawful for them to carry out under the Agriculture Act, 1947.

(19) On the determination of the tenancy peaceably and quietly to deliver up possession of the Holding to the Landlords.

(20) To pay half the cost of stamping this Agreement and the Counterpart thereof.

4. THE Landlords HEREBY AGREE with the Tenant(s) as follows:—

(1) To pay Landlords (Property Tax Land Tax Tithe Redemption Annuity Owner's Drainage Rates and all other outgoings other than such rates and taxes as in the absence of agreement to the contrary would be payable by the occupier of the Holding.

(2) To execute all repairs and replacements to the undermentioned parts of the dwellinghouse cottages and buildings namely: main walls and exterior walls, including walls of open and covered yards and garden walls (whether constructed of brick stone timber or other material) but excluding the interior covering of exterior walls save where such interior covering is affected by structural defect of the wall; roofs, including eaves-guttering and downpipes (the Tenant(s) supplying straw and reed for thatching) and floors doors and windows (except glass locks and fastenings).

(3) To execute all repairs and replacements to the water mains the sewage disposal systems (excepting the cleaning thereof and excepting the drains) and to the structure of reservoirs or pump houses of a water supply system.

(4) To keep the dwellinghouse cottages and buildings insured to their full value against loss or damage by fire and to execute all works of repair or replacement to the dwellinghouse cottages and buildings necessary to make good damage by fire being damage not due to the wilful act or negligence of the Tenant(s) or any members of his/their household or his/their employees.

The words underlined to be deleted if the first exterior painting is to be in the 5th year of the tenancy.

(5) In the year 19 and thereafter 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 or creosote all outside wood and ironwork (including the inside of all external doors and windows which open outward) of the dwellinghouse cottages and buildings which have been previously painted, gas-tarred or creosoted or which it is necessary so to paint gas-tar or creosote.

(6) That if the Landlords fail to execute repairs which are their liability within three months of receiving from the Tenant(s) a written request specifying the necessary repairs and calling on them to execute them the Tenant(s) may execute such repairs and except to the extent to which under the terms of Clause 3 hereof the Tenant(s) is/are liable to bear the cost recover the reasonable cost from the Landlords forthwith.

This Clause to be deleted if the words underlined in Clause 3 (4) (iii) are deleted.
*The year mentioned in Clause 3 (4) (iii).

(7) On the carrying out by the Tenant(s) of the cleaning colouring whitening papering and painting hereinbefore agreed to be carried out by him/them in the year 19 * to pay to the Tenant(s) the reasonable cost thereof less one-seventh part in respect of each year that has elapsed since the commencement of the tenancy.

5.—(1) THE Landlords shall be under no liability to execute repairs or replacements to buildings or fixtures which are the property of the Tenant(s) or to execute repairs or replacements rendered necessary by the wilful act or negligence of the Tenant(s) or any members of his/their household or his/their employees.

(2) In the assessment of any compensation payable by the Tenant(s) in respect of dilapidations any accrued liability under paragraphs (ix) and (x) of Clause 3 (4) hereof shall be taken into account.

(3) Nothing herein contained shall create any liability on the part of either the Landlords or the Tenant(s)

(i) to maintain repair or insure any item of fixed equipment which is obsolete and which the Landlords and the Tenant(s) agree in writing that neither party shall be liable to maintain repair or insure.

(ii) 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 by the blocking of outfalls which are not under the control of either the Landlords or the Tenant(s).

6.—(1) THE Holding shall not be treated as a market garden but if the Tenant(s) execute(s) any of the following improvements with the consent in writing of the Landlords viz:—

(i) planting of standard or other fruit trees permanently set out

(ii) planting of fruit bushes permanently set out

(iii) planting of strawberry plants

(iv) planting of asparagus rhubarb or other vegetable crops which continue productive for two or more years

he/they shall on the termination of the tenancy be entitled to receive from the Landlords in respect of the improvements described in this Clause and numbered (i) and (ii) compensation on the basis payable under the Act of 1948 in respect of improvements specified in the Third Schedule thereto and in respect of the improvements described in this Clause and numbered (iii) and (iv) the value thereof to an incoming tenant.

(2) The Tenant(s) may in lieu of claiming compensation for any fruit bushes planted or acquired by him/them remove the same before the termination of the tenancy levelling the surface of the land and restoring the same to a proper state and condition and making good any damage caused by the removal.

7. NEITHER party shall be entitled under the custom of the Country to any compensation for any improvement or for any matter specified in Part II of the Fourth Schedule to the Act of 1948.

8. IF any part of the rents hereby reserved shall be in arrear for at least two months (whether demanded or not) or if there shall be any breach of any of the obligations hereby or by law imposed on the Tenant(s) or if the Tenant(s) or either of them shall have a receiving order in bankruptcy made against them or him or shall execute an assignment for the benefit of their or his creditors then and in any of the said cases the Landlords may at any time thereafter re-enter upon the whole or any part of the Holding in the name of the whole and thereupon the tenancy hereby created shall absolutely determine but without prejudice to any claims of the Landlords or the Tenant(s) hereunder.

9. MONEY due to the Landlords from the Tenant(s) for rent breaches of agreement or otherwise in relation to the Holding shall be deducted from any compensation to which the Tenant(s) may be entitled under this Agreement or otherwise upon the cesser of the tenancy from any cause whatever.

10. ALL notices authorised or required to be given hereunder including notices to quit may be served in the manner provided by Section 92 of the Act of 1948 with regard to notices under that Act.

As witness the hands of the said
for and on behalf of the Landlords
and of the Tenant(s).

THE SCHEDULE hereinbefore referred to

No. on Ordnance Survey Map (Edition) and on plan annexed hereto	Landlords Reference Number	Description	Arable	Permanent pasture	Other	Total acreage

EXPLANATORY NOTE

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

These Regulations provide a model form of agreement for the letting of smallholdings under Part IV of the Agriculture Act, 1947. Provision is also made for smallholdings authorities to prepare and submit to the Minister of Agriculture and Fisheries for his approval a model form for their own use, if required to meet special local conditions or special classes of lettings. In certain respects which are specified in the Regulations, these model forms may be subject to limited variations at the discretion of the authority or the requirement of a competent tribunal in particular cases; otherwise departure from the terms of such model forms will require the consent of the Minister.

These Regulations affect only smallholdings authorities for the purposes of Part IV of the Agriculture Act, 1947, and county borough councils in certain cases; they do not directly concern tenants or prospective tenants of those authorities. The Regulations normally apply to lettings of smallholdings on and after 1st January, 1950, but provision is made for a limited period (up to three months) of postponement by the Minister in relation to any particular authority, if special circumstances justify such postponement, e.g. where a model form of agreement has been prepared and submitted by an authority and is still under consideration at the date the Regulations would normally operate.