

EXAMPLE OF SHORT TERM LEASE

If the application is approved, we will send you this lease for completing, signing and returning to the Crofting Commission.

SHORT TERM LEASE

residing at

("the Owner-Occupier Crofter")

and

residing at

("the Tenant")

WHEREAS the Parties hereto have agreed that the Tenant shall lease from the Owner-Occupier Crofter the croft/part of the croft (delete as appropriate) known and registered on the Register of Crofts as

and outlined in red on the plan annexed and signed as relative hereto ("the Croft"), the said Parties have agreed and DO HEREBY AGREE the following terms and conditions:-

1. This is a Short Term Lease in terms of ss.29A and 29B of the Crofters (Scotland) Act 1993 ("the Act"). Parties acknowledge that the Tenant under this lease is not:-
 - (a) a Crofter in terms of s.3(3) of the Act; nor
 - (b) the tenant under a lease constituting a 1991 tenancy, a short limited duration tenancy or a limited duration tenancy within the meaning of the Agricultural Holdings (Scotland) Act 2003 (asp11).

2. The duration of the lease shall be _____ beginning on _____
and ending on _____
3. The rent shall be _____ (£)STERLING, payable monthly in advance.
4. The lease may be terminated by either Party giving one month's notice in writing, or by the Crofting Commission in terms of s.29A (6) of the 1993 Act.
5. The Tenant shall ensure that all livestock are removed from the Croft on or before _____
6. The Tenant must be ordinarily resident on, or within 32 kilometres of, the Croft.
7. The Tenant must not misuse or neglect the Croft, and must cultivate it or put it to such other purposeful use so that every part of the Croft which is capable of being cultivated or put to another purposeful use either is cultivated or is put to such use.
8. The Tenant must keep the Croft in a fit state of cultivation (except insofar as the use of the Croft for another purposeful use is incomplete with the Croft being kept in such a state).
9. The Croft shall be used for the purpose of _____

If the Croft is to be used for a purposeful use other than cultivation, the Tenant must agree any change in purposeful use with the Owner-Occupier Crofter.
10. The Tenant shall not sublet the Croft or any part thereof.
11. The Tenant shall be subject to the Grazing Regulations applicable to the

Common Grazing in respect of any grazing share or right which forms part of the Croft.

12. The definitions appearing in the Annex hereto are to be used in the interpretation of this lease.

Owner-Occupier Crofter – Signature

Witness – Signature

Full name and Address of Witness:

Occupation

Place of signing:

Date of signing:

Tenant – Signature

Witness – Signature

Full name and Address of Witness:

Occupation

Place of signing:

Date of signing:

This is the Annex referred to in the foregoing Short Term Lease.

Definition and Interpretation

“Cultivation” includes the use of a croft for horticulture or for any purpose of husbandry, including the keeping or breeding of livestock, poultry or bees, the growing of fruit and vegetables and the like and the planting of trees and use of the land as woodlands.

“Other Purposeful Use” means any planned or managed use which does not adversely affect the croft, the public interest, the interests of the landlord or (if different) the owner, or the use of the adjacent land.

“Misuse” means wilfully and knowingly uses the croft other than for the purpose of its being cultivated or put to such other purposeful use as is consented to under section 5C(4) of the 1993 Act; failure to use the croft for the purpose of its being cultivated; or failure to put the croft to any such purposeful use.

“Neglect” is where the Croft is not being managed so as to meet the standards of good agricultural and environmental condition referred to in regulation 4 of, and the schedule to, the Common Agricultural Policy Schemes (Cross-Compliance) (Scotland) Regulations 2004 (SSI 2004 No.518).