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## EXPLANATORY NOTE

These Regulations revoke and replace the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations 1948. They come into operation on 29th September 1974.

These Regulations prescribe terms, set out in the Schedule, as to the maintenance, repair and insurance of fixed equipment which are to be deemed to be incorporated in every contract of tenancy of an agricultural holding. The Schedule to the Regulations divides between the landlord and the tenant of a holding the responsibility for maintaining, repairing and insuring fixed equipment, and imposes upon each party certain specific liabilities in regard to those matters.

The prescribed terms do not apply where an agreement in writing is in existence, or is entered into, which imposes on one of the parties to the agreement a liability which the prescribed terms would impose on the other. The prescribed term requiring the landlord to insure against loss or damage by fire does not apply in the circumstances specified in the proviso to Regulation 3. Under section 6(2) of the Agricultural Holdings Act 1948, where a written agreement substantially modifies the rights and liabilities of the parties under the prescribed terms, it is open to either party to refer the terms of the tenancy relating to the maintenance, repair and insurance of fixed equipment to arbitration under the Act and the arbitrator may by his award vary the terms referred to arbitration in such manner as appears to him to be just and reasonable between the landlord and the tenant.

The substance of the revoked Regulations is reproduced in these Regulations with certain differences, the main ones being the following:—

- (a) Certain items have been added to the general repair and maintenance obligations of the landlord and the tenant respectively;
- (b) The list of items in respect of the cost of repair of which the landlord is entitled to recover one-half from the tenant has been extended;
- (c) The landlord is made liable to replace any items for the repair of which the tenant is liable (with certain exceptions) and which have become incapable of further repair, unless the tenant is expressly made liable for their replacement;
- (d) Limits are placed on the amounts which the landlord and the tenant may recover from the other of them at the commencement or end of the tenancy as part of the cost of certain specified items of work carried out by them;
- (e) The limit on the tenant's liability for replacement of roof tiles or slates in any one year is increased from £5 to £25;
- (f) The tenant may recover from the landlord in any one year the cost of replacements carried out by him, but which are the landlord's liability, up to a limit of £500 or the year's rent whichever is the less; and
- (g) Provisions are made enabling the landlord or the tenant on whom a notice has been served by the other of them requiring him to execute specified repairs or replacements, to contest his liability, and for determination of such disputes by arbitration under the Agricultural Holdings Act 1948. Provision is also made for settling disputes concerning the redundancy of any building, and for settling other disputes arising under the Schedule, by arbitration under the Act.