

# **THE GLENGARRY MODEL**

## **Crofting Tenancies for the Benefit of Communities**

### **Minute of Agreement**

This document is a model minute of agreement which can be used to vary the terms of a standard statutory croft lease (the Crofters (Scotland) Act 1993).

Please note, this document is simply a model and it will need to be tailored to the individual circumstances of those using it.

This document is offered on a no-liability basis and users should take their own legal advice before proceeding.

Explanatory notes appear below in italics and underlined.

Full guidance notes are also available.

## MINUTE OF AGREEMENT

Between

\_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_ (the “First Party”)

and

\_\_\_\_\_ residing at \_\_\_\_\_  
(the “Second Party”)

Whereas the First Party is the heritable proprietor of the registered croft known as and forming Croft \_\_\_\_\_, registered in the Register of Crofts under reference \_\_\_\_\_ and in the Crofting Register under reference C\_\_\_\_\_, which said croft forms the subjects / part of the subjects registered in the Land Register of Scotland under Title Number and CONSIDERING THAT parties have agreed that the First Party shall let a tenancy in terms of s. 23 of the Crofters (Scotland) Act 1993 to the Second Party in respect of the said Croft / part of the said Croft, therefore parties have agreed as follows:-

1. The subjects to be let extend to \_\_\_\_\_ ha and are shaded in \_\_\_\_\_ on the plan annexed and signed as relative hereto ~ (hereinafter “the Croft”).
2. The consideration payable to the First Party by the Second Party shall be \_\_\_\_\_ and shall be payable on the Date of Entry aftermentioned.

*There may or may not be a consideration payable.*

3. The Date of Entry shall be seven working days after the purification of condition 4.4 below.

4. This agreement is conditional upon the consent of the Crofting Commission to an application by the First Party under s. 23 and s. 58A of the Crofters (Scotland) Act 1993 to let the tenancy of the croft to the Second Party.
  - 4.1 Parties shall cooperate to prepare and execute the necessary application form. The First Party shall lodge the same with the Crofting Commission within 7 days of the conclusion of any contract to follow hereon.
  - 4.2 Parties will use their best endeavours to ensure that the application is approved by the Crofting Commission and the First Party shall keep the Second Party updated at regular intervals as to the progress of the Application.
  - 4.3 If the Commission refuse the application for consent, parties shall be entitled to resile from any contract to follow hereon without penalty.
  - 4.4 This clause shall be construed as having been purified when the Crofting Register and Register of Crofts have been updated to show the Second Party as the tenant of the Croft.
  
5. The tenancy shall be subject to the terms and conditions as provided by the Crofters (Scotland) Act) 1993 (hereinafter “the 1993 Act”) and the Crofting Reform (Scotland) Act 2010 (hereinafter “the 2010 Act”) and any lawful variations thereof, subject always to the following variations:-

*The following are all possible variations. Not all will be required or desired. Some variations will require prior approval of the Scottish Land Court. For more information on which require such approval, see Appendix of the Guidance Notes.*

- a. S. 4 of the 1993 Act, relating to enlargement of crofts, shall be excluded.
- b. S. 5AA of the 1993 Act, relating to a crofter’s residency duty, shall be varied as follows:-
  - i. The Second Party shall be required to be ordinarily resident only in the dwellinghouse forming part of the croft (hereinafter “the Croft House”).
- c. S. 5C of the 1993 Act, relating to the cultivation of crofts, shall be varied as follows:-
  - i. The Second Party shall use the Croft principally as a woodland, as follows:-
    - a. The Second Party shall, within 12 months of signing this agreement, agree a Forest Management Plan (FMP) with Scottish Forestry and the First Party which said FMP meets the UK Forestry Standard (UKFS). The FMP shall describe the planned use of the croft for the first 10 years in detail and the following 10 years in outline, and will integrate with any Forest Plan currently subsisting in respect of the Croft and wider woodland.
    - b. The Second Party shall ensure that the proportion of existing woodland cover on the croft is maintained or increased.

‘Woodland’ is defined according to the UKFS (i.e. land that is under stands of trees with a canopy cover of at least 20%). Woodland describes the land use, and the temporary absence of mature trees as a result of normal management operations, or the presence of allowable open space under UKFS, does not disqualify the land as woodland.

- ii. The Second Party shall be required to fence the Croft with stock proof deer fencing at their own cost, and to maintain the same for the duration of their occupation of the Croft. In the case of a shared boundary, the Second Party shall be liable for a half share of the cost of fencing.
  - iii. The First Party shall be required to maintain the Croft House to the Scottish Government Repairing Standard (see [here](#)).
  - iv. The Second Party shall be required to insure the Croft House and Croft for all risks associated with public liability, crofting activities, employer’s liability if appropriate, and damage to buildings and / or contents but without prejudice to that generality the First Party shall be required to insure any items of landlord’s fixed equipment, for example the Croft House.
  - v. The Second Party shall not be permitted to make any structural, internal or external alterations to the Croft House or any buildings on the Croft without obtaining the prior written consent of the landlord.
  - vi. The Second Party shall not be permitted to erect any new buildings on the Croft without obtaining the prior written consent of the landlord.
- d. S. 6 of the 1993 Act, relating to rent, shall be excluded and replaced with the following provision:-
- i. The annual / monthly rent shall be \_\_\_\_\_.
- e. S. 8 of the 1993 Act, relating to assignation, shall be excluded.
- f. S. 9 of the 1993 Act, relating to division, shall be excluded.
- g. Section 10 of the 1993 Act, relating to the bequest of a croft in a crofter’s will, shall be excluded.
- h. Section 11 of the 1993 Act, relating to right to have a croft tenancy treated as part of a deceased crofter’s intestate estate , shall be excluded.
- i. Sections 12-19 of the 1993 Act (relating to the various rights to purchase) shall be excluded.
- j. S. 21 of the 1993 Act, relating to the right to share in the value of land resumed by the landlord of the croft, shall be excluded.
- k. Sections 21B, 21 C and 21D of the 1993 Act, relating to the right to apply for Commission consent to be absent from the Croft, shall be excluded from this croft lease.

- l. Sections 24 and 25 of the 1993 Act, relating to decrofting, shall be excluded.
  - m. Sections 27 and 29 of the 1993 Act, relating to sublet of a croft, shall be excluded.
  - n. Sections 30, 31 and 32 of the 1993 Act, relating to compensation for permanent improvements, shall be varied as follows:
    - i. Compensation shall only be payable by the First Party to the Second Party if the First Party has consented in writing to the construction of the relevant permanent improvements. For the avoidance of any doubt this provision relates to all improvements, not only those relating to other purposeful uses.
  - o. S. 37 of the 1993 Act, relating to the right to share in the value of land taken compulsorily, shall be excluded.
  - p. Section 50B of the 1993 Act, relation to the use of a common grazings for other purposes, shall be excluded.
  - q. S. 52 (4) of the 1993 Act, relating to apportionment, shall be excluded.
  - r. Schedule 2 to the Crofters (Scotland) Act 1993 (the Statutory Conditions) shall be varied as follows:-
    - i. Condition 4 shall be varied as follows:-
      1. No permanent improvements are permitted without the prior written consent of the First Party.
    - ii. Condition 6 shall be excluded.
    - iii. Condition 6A shall be excluded.
    - iv. Condition 8 shall be excluded.
6. Schedule 2 to the said 1993 Act shall be varied so as to incorporate all of the aforementioned terms, conditions and variations. Section 5 and section 26 (1) of the said 1993 Act shall accordingly also be varied and the First Party shall be entitled to make an application to the Scottish Land Court for removal of the Second Party, in the event that any of the Statutory Conditions (as varied) are broken by the Second Party.

7. The landlord gives no warranties as to the suitability of the subjects for any particular purpose.

IN WITNESS WHEREOF

\_\_\_\_\_

Witness

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Witness

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Address

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Date of signing

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Place of signing

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Date of signing

\_\_\_\_\_

Place of signing

Minute of Agreement

between

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and

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CROFT \_\_\_\_\_