**MODEL STYLE FOR AN AMNESTY AGREEMENT**

**for use between 13th June 2017 and 12th June 2020**

**AGREEMENT**

BETWEEN ……………………………………………………………………………………

of …..........………………………………………………………………………………….

(hereinafter called **“the Landlord”**)

AND …………………………………………………………………………………………..

of …………………………………………………………………………………………….

(hereinafter called **“the Tenant”**)

Re: The Holding known as ………….……………………………..……………………….

*[name, address or other identifying description]*

**Agreement Being**

**An Amnesty Agreement under s.117 of the Land Reform (Scotland) Act 2016**

**And Regarding Improvements, Fixtures, Works, Uses and Sub-Lettings on the Holding**

We, the Landlord and the Tenant of the Holding named above, hereby agree that:

1. The items identified in Schedule 1 below as tenant’s improvements within the Items of Schedule 5 to the Agricultural Holdings (Scotland) Act 1991 (“the 1991 Act”) qualify as the subjects of a claim by the Tenant for compensation as tenant ‘s improvements on the Tenant quitting the Holding at the termination of the tenancy between us. The amount of that compensation payable at that date will be as set out in section 36 of the 1991 Act1 [*section 47 of the Agricultural Holdings (Scotland) Act 2003*2].
2. The other items listed in Schedule 1 shall, as recorded therein, be variously treated as being:
3. tenant’s improvements to be compensated in full or part by the Landlord on the Tenant quitting the Holding on the basis of section 361 [*section 47 of the Agricultural Holdings (Scotland) Act 2003*2] of the 1991 Act
4. tenant’s fixtures to be treated in accordance with section 18 of the 1991 Act
5. tenant’s moveables which can be removed without reference to the Landlord
6. non-agricultural uses with consent by the Landlord.
7. sub-lettings with consent by the Landlord

We affirm that this agreement is made within the Amnesty Period provided by section 112(3) of the Land Reform (Scotland) Act.

**IN WITNESS WHEREOF** this Agreement is signed as follows:

|  |  |  |
| --- | --- | --- |
| *signature of Landlord*  |  | *signature of Tenant* |
| *full name of witness (print)* |  | *full name of witness (print)* |
|  |  |  |
| *address of witness* |  | *address of witness* |
|  |  |  |
|  |  |
| *date and place of signing* | *date and place of signing* |

**SCHEDULE 1**

**with supporting illustrative plan, photographs and documents**

***[See Model Schedule]***

*List each improvement being agreed as eligible for waygo compensation and for each:*

* *giving a description of it*
* *stating its location on the Holding, with reference to an attached plan showing them perhaps with identifying numbers*

**Notes**

1 Main text referring to s.36 to be used where the tenancy is under the 1991 Act

2 Italicised text in square brackets referring to s.47 of the 2003 Act to be used where the tenancy is a Limited Duration Tenancy (LDT), a Short Limited Duration Tenancy (SLDT) or a Modern Limited Duration Tenancy (MLDT).