



CHAPEL DOWN

TENTERDEN ENGLAND

# VINE LEASE CONTRACT 2020 HARVEST

## VINE LEASING AND MAINTENANCE AGREEMENT

Vines to be leased and Maintained	5 Equivalent to 6 Bottles	10 Equivalent to 12 Bottles	20 Equivalent to 24 Bottles	40 Equivalent to 48 Bottles
Lease Price	£162.50	£237.50	£387.50	£600.00
Maintenance Fee	£162.50	£237.50	£387.50	£600.00
<b>Total Annual Cost</b>				
1 Year Scheme	<b>£325.00 pa</b>	<b>£475.00 pa</b>	<b>£775.00 pa</b>	<b>£1200.00 pa</b>
3 Year Scheme	<b>£275.00 pa</b>	<b>£400.00 pa</b>	<b>£650.00 pa</b>	<b>£1000.00 pa</b>
Term	1 Year <input type="checkbox"/> 3 Years <input type="checkbox"/>	1 Year <input type="checkbox"/> 3 Years <input type="checkbox"/>	1 Year <input type="checkbox"/> 3 Years <input type="checkbox"/>	1 Year <input type="checkbox"/> 3 Years <input type="checkbox"/>

Please tick the box in the 'Term' row indicating either 1 Year or 3 Years under the number of vines you require.

### PARTIES

1 CHAPEL DOWN GROUP PLC, incorporated and registered in England and Wales with company number 4362181 whose registered office is at Chapel Down Winery, Small Hythe, Tenterden, Kent TN30 7NG (**'Chapel Down'**).

2 \_\_\_\_\_

\_\_\_\_\_  
(Name), of

\_\_\_\_\_  
(Address) (**'YOU'**).

### 1 AGREEMENT

- 1.1 This Agreement details the terms on which Chapel Down will lease certain vines to You in return for You paying the Rent.
- 1.2 Each year You will be entitled to six bottles of wine for every five vines that you have leased. Where the grapes grown on the Vines are processed with grapes grown on other vines this system will ensure you receive a fair proportion of the wine produced.
- 1.3 The parties have agreed that Chapel Down shall take responsibility for the preparation and management of the Vines and the harvesting of the grapes on the terms of this Agreement.

### 2 GRANT

- 2.1 Chapel Down lets the Vines to You for the Term.
- 2.2 At the end of the Term You shall have no further rights to the Vines or any grapes produced from them after that time.

### 3 YOUR RIGHTS

- 3.1 Chapel Down grants You the following rights (the Rights) in relation to the Vines:
  - 3.1.1 The right to grow, maintain and harvest grapes on the Vines;
  - 3.1.2 The right to deliver the grapes for vinification by Chapel Down or such other winemaker as You may choose;
  - 3.1.3 The right to receive the wine produced from the grapes grown on the Vines at a rate of six bottles for every for every five vines leased;
  - 3.1.4 The right to attend the vineyard, on at least 2 days per year details of which Chapel Down will notify to You, to assist with the nurturing and harvesting of the Vines; and
  - 3.1.5 The right to visit the Vines at any time of the year by prior arrangement.



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- 3.2 You shall exercise the Rights:
- 3.2.1 only in connection with the use of the Vines to produce grapes;
  - 3.2.2 in accordance with all relevant laws.
- 3.3 During the Term You will also receive a regular newsletter, an invitation to an annual wine tasting event and receive 10% off the full retail price of all wines purchased by You from the shop at the Vineyard or via the Chapel Down telephone mail order facility.
- 3.4 In the event that Chapel Down manages to produce grapes from the Vines which would result in more than six bottles of wine for every five vines then Chapel Down shall be entitled to use such additional volume of grapes as it sees fit.
- 3.5 In the event that Chapel Down fails to produce sufficient grapes for the Vines to enable them to provide six bottles of wine for every five vines then Chapel Down shall supply such additional bottles of wine produced on the Vineyard as are required to ensure that You receive the correct annual entitlement. Chapel Down shall be responsible for any duty payable on such additional bottles of wine.
- 3.6 Except as mentioned in this clause 3 neither this Agreement nor anything in it confers any right over the Vineyard or any other property nor is to be taken to show that the Lessee may have any right over any other part of the Vineyard or any other property, and section 62 of the Law of Property Act 1925 does not apply to this Agreement.

#### 4 MAINTENANCE, HARVESTING AND BOTTLING

- 4.1 In consideration for the Fee, Chapel Down shall:
- 4.1.1 provide on-going vine maintenance services (including trelliswork, wires, posts, pruning, tying and spraying) to You in relation to the Vines;
  - 4.1.2 ensure the provision of picking and delivering any grapes grown on the Vines at each harvest to the winery;
  - 4.1.3 accept all grapes (of sufficient quality) for vinification;
  - 4.1.4 produce such wine (as Chapel Down may reasonably decide) from the grapes and bottle such wine;
  - 4.1.5 label such of your bottles as You may choose with a personalised label; and box such bottles into cases of up to 12 bottles.

#### 5 QUALITY CONTROL

- 5.1 Chapel Down shall, acting reasonably, have the sole right to decide which of the grapes grown on the Vines are suitable to be used for producing wine after each harvest.
- 5.2 Any decision made in accordance with clause 5.1 shall be made having regard to the following factors, frost damage, acidity, sugar levels, fungus growth.

#### 6 COLLECTION AND STORAGE OF WINE

- 6.1 All wine produced for you by Chapel Down in accordance with the terms of this Agreement must be collected by you from the Vineyard or alternatively can be delivered to you at your expense;
- 6.2 Any wine that is not collected by you from the Vineyard within 30 days of Chapel Down notifying you that it is available for collection will be stored by Chapel Down at a cost of £2 per case per month or part month;
- 6.3 Upon collection You will be required to sign a declaration that the wine is solely for your personal use. In the event that you dispose (whether by way of sale, benefit-in-kind, settlement of a debt owed or such other method) of any wine produced from the Vines in a way that gives rise to a payment of duty You hereby agree to indemnify Chapel Down against any charges or levies made against them by Her Majesty's Revenue and Customs;

#### 7 RIGHTS OF CHAPEL DOWN

- 7.1 You hereby acknowledge that:
- 7.1.1 Chapel Down retains all the property rights in and ownership of the land on which the Vines are planted other than the right to the produce of the Vines;
  - 7.1.2 You have no right to damage or destroy any of the Vines or any trelliswork and wires; and
  - 7.1.3 All wine produced from the Vines is for your own personal consumption (save that subject to clause 6.3 you may gift the wine for no consideration in return).

#### 8 REGISTERED TITLE

- 8.1 You shall not make any application to note this Agreement on Chapel Down's registered title.
- 8.2 You shall not assign, underlet, charge, part with or share possession or share occupation of this Agreement or the Vines or hold this Agreement on trust for any person nor grant any right or licence over the Vines in favour of any third party.



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### 9 NOTICES

- 9.1 Except in a case of emergency, any notice given pursuant to this Agreement shall, unless otherwise stated, be in writing, and writing includes faxes but does not include email.
- 9.2 In the event that You change your address You shall notify Chapel Down of such change of address within 14 days of such change, Chapel Down will have no responsibility for any failure to notify You of any matters under this Agreement in the event that You fail to notify Chapel Down of any change.

### 10 ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 10.1 This Agreement constitutes the entire agreement and understanding of You and Chapel Down relating to the transaction contemplated by the grant of this Agreement and supersedes any previous agreement or understanding between them relating to it.
- 10.2 You acknowledge that in entering into this Agreement You have not relied on, nor shall You have any remedy in respect of, any statement or representation made by or on behalf of Chapel Down.

### 11 TERMINATION

- 11.1 This Agreement will terminate at the end of the Term unless terminated sooner in accordance with clause 11.2 or 11.3.
- 11.2 Chapel Down may terminate this Agreement with immediate effect in the event that any sums which are due under this Agreement have not been paid.
- 11.3 Chapel Down may terminate this Agreement at any time by giving You not less than 3 months' written notice. In the event of such termination, a proportion of the Rent and the Fee which relates to the remainder of the Term shall be repayable to You within 1 month of the termination.
- 11.4 You shall also be entitled to one bottle of wine produced from the grapes grown on the Vines for each two months of the period of time up to the date of termination. (For example if the Agreement terminated six months into a year of the Term you would be entitled to receive three bottles of wine).

### 12 INTERPRETATION

- 12.1 The definitions and rules of interpretation set out in this clause apply to this Agreement.
- Vines:** the vines numbered [ ] grown at the Vineyard which are the subject of this Agreement;
- Vineyard:** the vineyard owned by Chapel Down Group plc at Tenterden in Kent;
- 12.2 A reference to this Agreement, except a reference to the date of this Agreement, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 12.3 A reference to the end of the Term is to the end of the Term however it ends.
- 12.4 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.
- 12.5 Any obligation in this Agreement on the Lessee not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

**This document takes effect once it has been signed by you and Chapel Down.**

**Signed** for and on behalf of **CHAPEL DOWN GROUP PLC** acting by a Director

Signature \_\_\_\_\_ Print \_\_\_\_\_

**Signed** by the **PURCHASER**

Signature \_\_\_\_\_ Print \_\_\_\_\_

Date \_\_\_\_\_