

THE EDIBLE FOREST ESTATE

The Edible Forest Estate - Food Forest Management Lease

999-Year Food Forest Management Lease

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THE EDIBLE FOREST ESTATE LIMITED

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Approval Authority

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Document control

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Version	Date	Status	Change summary
1.0	17 July 2026	Initial controlled release	First Founding Edition

Execution and plans

Every document requiring signature must also be dated. Every plan requiring agreement must be signed and dated by all relevant parties and show its drawing number, revision, status, scale and production date.

Important legal status

This is a commercial drafting template, not an execution-ready lease. A property solicitor must adapt it to the acquired title, governing law, registration requirements, lender requirements, tax treatment and the final signed plan before it is used.

Parties

- (1) [FREEHOLD OWNER NAME] of [address] (the Landlord).
- (2) THE EDIBLE FOREST ESTATE LIMITED (company number [insert]) of [registered office] (the Tenant).

Background

- The Landlord owns the 1.00-acre Plot shown edged red on the Plot Plan.
- The parties have agreed that exactly 0.33 acres of the Plot, shown edged or hatched blue on the Lease Plan, will form the Food Forest Area.
- Where the Landlord owns more than one Plot or an equivalent aggregate landholding within the Estate, the total Food Forest Area may, with the approval of THE EDIBLE FOREST ESTATE LIMITED, be allocated as one contiguous area or in another approved configuration shown on the Lease Plan.
- The Tenant operates The Edible Forest Nursery and the Estate Food Forest Programme.

1. Demise and term

The Landlord lets the Food Forest Area to the Tenant for a term of 999 years beginning on [date], subject to this Lease and the Lease Plan.

2. Rent

The rent is £0.01 for each period of ten years, payable only if formally demanded by the Tenant. The solicitor must confirm the desired rent mechanics and any registration or tax implications.

3. Tenant rights

- Full access at all reasonable times over the access route shown on the Lease Plan, with staff, contractors, volunteers, machinery and vehicles.
- To design, plant, establish, maintain, prune, protect, replace and manage the Food Forest Area.
- To install temporary or permanent supports, irrigation, storage or protective measures reasonably required for Food Forest management, subject to law and agreed Estate standards.
- To harvest, collect, weigh, store, process, transport and distribute produce.
- To organise approved planting days, maintenance activities, harvest events and festivals, subject to safety and operational controls.
- To permit approved third parties to carry out work on behalf of the Tenant.
- To retain, manage and replace mature trees wherever reasonably practicable in accordance with approved Estate standards.

4. No planting or harvest obligation

The Tenant is not required to plant by any particular date, establish any minimum number of plants, achieve any yield, maintain continuous production or carry out a harvest. If no produce is harvested, no produce, payment or compensation is owed.

5. The Rule of Thirds

Produce actually harvested shall be weighed at the point determined by the Estate's harvest procedures. One third of the harvested produce shall be allocated to the freehold owner, one third for community benefit and one third to the Tenant.

The freehold owner may collect their allocated share, donate it back to the Estate or make such other arrangement as may be agreed.

Where no produce is harvested, no produce, payment or compensation shall be due from either party.

The operational procedures governing harvesting, weighing, collection, donation and allocation of produce shall be set out in the Estate Harvest Manual.

Operational procedures may be updated from time to time provided they remain consistent with this Lease and the Founding Charter.

6. Owner obligations

- Not to obstruct the Food Forest Area or the Tenant access route.
- Not to remove, damage, poison, spray, harvest or interfere with Food Forest plants or produce except as authorised.
- Not to erect a structure, alter levels, change drainage or carry out works affecting the Food Forest Area or its access without written consent.
- Such consent shall normally be given or refused in writing.
- To disclose the Lease on any sale, transfer, mortgage or other dealing and ensure successors take subject to the registered Lease.
- To permit the Tenant to secure or protect the Food Forest Area where reasonably necessary.

7. Continuity

The Lease continues irrespective of whether the owner cultivates, conserves, leaves unused or lawfully changes the use of the remaining part of the Plot. Any future proposal affecting the Plot must preserve the Tenant rights and Food Forest Area unless the Tenant agrees a formal variation and applicable law permits it.

8. Access, safety and conduct

The Tenant will use reasonable care when exercising rights and will manage organised activities under appropriate risk, insurance and safety procedures. The final lease must allocate liability, indemnities, insurance and repair obligations with specialist advice. The Tenant shall use reasonable endeavours to minimise unnecessary disturbance to adjoining landowners whilst carrying out Food Forest operations.

9. Dealings and succession

The Tenant may assign the Lease to an approved successor Estate company or group entity only as the final solicitor-approved lease permits. The Landlord may transfer the freehold subject to the Lease. No informal agreement varies the Lease.

10. Disputes and enforcement

The final lease should provide notice, remedy, expert determination or mediation where appropriate, while preserving urgent injunctive or court remedies for obstruction, damage or interference. Wherever reasonably practicable, matters should first be discussed between the parties in good faith before formal dispute procedures are commenced.

11. Plans and execution

The Lease, Plot Plan and any associated access or infrastructure plans form part of this Lease. They must be signed and dated by both parties and carry drawing and revision references.

Schedule 1 - Property and plans

Title number: [insert]

Plot number: [insert]

Plot area: 1.00 acres

Food Forest Area: 0.33 acres

Plot Plan: [drawing number/revision]

Lease Plan: [drawing number/revision]

Execution blocks

Landlord printed name	
Landlord signature	
Date signed	
Witness name, signature and address	
Signed for THE EDIBLE FOREST ESTATE LIMITED by	
Director signature	
Date signed	
Witness name, signature and address	

END OF CONTROLLED PUBLICATION

TEFE-FL-001 | Version 1.0 | Founding Edition

Every generation inherits a choice: to leave the land unchanged, or to leave it better than they found it. The Edible Forest Estate has chosen the latter.