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Field Talk

Agricultural Law Briefing • Winter 2022

Farmer successful in significant inheritance dispute case

A Supreme Court judgment has been handed down in a long-running and significant inheritance dispute case between farmer Andrew Guest and his parents.

In this high-profile proprietary estoppel case, following a High Court trial and an appeal to the Court of Appeal, the Supreme Court has determined that the correct approach to framing a remedy is based on Andrew's *expectation* of inheritance rather than the detriment-based approach put forwards by his parents.

The Supreme Court has however partially allowed the parents' appeal on the High Court's overall remedy, on the basis that this otherwise, accelerates Andrew's inheritance during their lifetimes.

The High Court trial was brought by Andrew Guest who was made assurances by his parents that he would inherit the family farm, which he had worked on, for less than minimum wage, since the age of 16.

The Guest family has farmed Tump Farm near Chepstow since 1938 and for three generations

When the relationship between Andrew and his parents broke down in 2015, he was told to find another job, move his family out of the farm's cottage, the farming business partnership was dissolved and Andrew was disinherited completely.

The Supreme Court ruled that Andrew was entitled to his inheritance because his parents had repudiated on their promise that one day Andrew would inherit the farm. The Supreme Court confirmed that the aim of proprietary estoppel is to remedy the unconscionable conduct of the promisor by satisfying the *expectation* of the promisee who had relied on that assurance to his/her detriment.

The Supreme Court firmly rejected the theory that the remedy for proprietary estoppel cases is to compensate for detriment suffered.

In the judgement handed down on 19 October, Andrew's parents lost their appeal on this ground and this decision sets a significant precedent in this area of law on how to frame relief.

The Supreme Court allowed the parents' appeal on the ground of accelerated receipt of Andrew's inheritance during his parents' lifetimes (something which they had never promised to do). The Supreme Court found that the High Court Judge had exceeded the ambit of the Court's discretion by failing to adequately discount Andrew's awarded sum to reflect accelerated receipt during his parents' lifetimes.

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Welcome

to the Winter 2022 edition of Field Talk

Welcome to the Winter 2022 edition of Field Talk, our agricultural law newsletter.

As we approach the final month of the year and despite some signs of contraction in the residential property market, our teams remain as busy as ever with pipelines of work and agricultural land transactions remaining very buoyant despite the wider economic uncertainty.

We are delighted to have been re-appointed to the NFU Legal Panel for Somerset, Dorset, Gloucestershire and Wiltshire in September after an extensive process. We have been on the panel since its inception and are very pleased to continue this long standing relationship. It was also very pleasing to see our Agricultural team ranked as Band 1 in the South West in the recent Chambers and Partners 2023 Guide.

In our last edition, I referred to the long-awaited *Guest v Guest* Supreme Court judgment and am pleased to announce that this was handed down on 19 October and with a 3:2 majority in favour of our client; you will find a full update in this edition.

In this edition of Field Talk, we bring you a wide spectrum of topics from partnership property to the complexities of divorce in farming. We are also delighted to feature our latest update from the NFU which addresses the current political and economic climate and their on-going Back British Farming campaign.

We hope you enjoy reading it, and as ever please do not hesitate to get in touch to see if we can help you or your business.

Esther Woolford, December 2022

NFU LegalPanelFirm

The Supreme Court held that the parents now have two choices to fulfil Andrew's expectation, either:

1. Pay a reduced sum to Andrew now (based on an early receipt discount to be agreed or determined); or
2. Hold Andrew's share of the farm on trust for Andrew for their lifetimes.

Agriculture specialists at national law firm Clarke Willmott LLP represented Andrew Guest at the High Court trial, the Court of Appeal Hearing and the Supreme Court appeal.

Polly Ridgway from the team, said*: "Andrew's parents put in place a series of measures which were designed to leave Andrew, in his fifties, with no home, no job, no savings, and no pension, despite a lifetime of hard work. Thankfully, the Supreme Court was prepared to use its powers to prevent this clear injustice and, as a result, Andrew will receive his inheritance promised to him either now (as an accelerated sum) or on his parents' deaths. We are delighted to have helped Andrew achieve this result."*

"Aside from being a significant decision in this area of law, the case also highlights the need for those involved in or contemplating bringing inheritance disputes to get expert legal advice as soon as possible so as to avoid the situation Andrew's parents now find themselves."

Clarke Willmott is a national law firm with offices in Birmingham, Bristol, Cardiff, London, Manchester, Southampton and Taunton.

For more information on how our Agricultural disputes team can help you or your business, please visit https://www.clarkewillmott.com/legal-expertise/agricultural-law/agricultural-disputes/

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Brief background:

As is common in farming families, Andrew left school at 16 and worked full-time on the farm. He often worked 60 – 80 hours a week, typically starting at 5.30am each day to milk the cows and not finishing until late into the evening.

Throughout Andrew's time on the farm he was paid a low wage, which for many years was less than the minimum wage stipulated by the Agricultural Wages Board. Andrew, and later his wife and children, lived in a converted cottage on Tump Farm.

The parents repeatedly led Andrew to believe that he would inherit a significant part of Tump Farm.

In 2012, the Guest family created two separate farming partnerships: one between Andrew and the parents at Tump Farm and the other between Andrew's younger brother Ross and the parents at a rented, neighbouring farm.

Regrettably, the partnership between Andrew and his parents was short-lived and the relationship between Andrew and his father broke down. Indeed, it came to light during the latter stages of the case that the parents and Ross took to secretly recording conversations involving Andrew.

In April 2015, 32 years after Andrew left school and started working full-time on the farm, the parents' solicitor wrote to Andrew dissolving the partnership thereby forcing Andrew to seek work elsewhere. They also gave Andrew, his wife and their children three months to leave their family cottage on Tump Farm. David Guest later made a further Will disinheriting Andrew completely.

Andrew brought a claim in the High Court against his parents on the basis of the doctrine of proprietary estoppel. In essence, this allows a person to ask the Court to intervene if the following (often overlapping) conditions are present:

1. There has been a promise or assurance made by a person (A) to another (B) which creates an expectation that B has or would become entitled to a right or interest in A's land;
2. That promise or assurance was relied on by B;
3. B has suffered detriment as a result of relying on the promise or assurance; and
4. It would be unconscionable, in all the circumstances, to allow A to go back on their promise or assurance.

His Honour Judge Russen QC accepted Andrew's evidence that his parents repeatedly led Andrew to believe that he would inherit a significant part of the farm. The Judge further held that it was unconscionable for the parents to go back on this promise.

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Farmer successful in significant inheritance… *continued*

As a result, the Judge ordered the parents to pay Andrew a sum of money which is calculated by reference to:

1. 50% of the post-tax market value of the farming business carried on at Tump Farm; and
2. 40% of the post-tax market value of Tump Farm.

This order, in effect, awarded Andrew what his parents had promised him he would inherit.

The Judge recognised that this would almost certainly mean that the farm would have to be sold in order to satisfy the Judgment.

The parents were then granted permission to appeal to the Court of Appeal solely on the question of remedy, i.e. what sum of money or other remedy the parents should pay to Andrew as a result of their unconscionable conduct.

The Court of Appeal roundly rejected Andrew's parents' arguments and upheld the High Court's award.

The parents were then granted permission to appeal to the Supreme Court on the question of if an expectation-based approach is the correct approach to formulate relief and if the relief granted by the High Court resulting in an immediate sale of the farm went beyond what was necessary to do justice to the parties.

As to ground one, the parents submitted that the detriment-based approach to calculating a remedy was the correct approach. The parents maintained that if the Court found that relief should be granted to Andrew, that relief should be calculated based on the detriment he has suffered in reliance on the assurances made by his parents and not calculated by reference to Andrew's expectation of inheritance. The Supreme Court comprehensively dismissed this ground and warned that the detriment-based approach forms no part of proprietary estoppel law because it is the repudiation of the promised expectation which is the unconscionable wrong (harm caused).

As to ground two, the parents successfully appealed that awarding Andrew his interest in the farm now, accelerated his inheritance thereby exceeding his expectation because his parents never promised the farm to Andrew during their lifetimes.

Andrew Guest was represented by Polly Ridgway, Daniel Gill and Esther Woolford at Clarke Willmott.

Pile v Pile: Does the termination of a joint tenancy by one tenant's notice to quit amount to a breach of trust?

The recent High Court appeal of Pile saw Mr Justice Zacaroli consider whether the attempted termination of a joint tenancy by a notice to quit ("NTQ") served by one tenant amounted to a breach of trust.

The case involved two brothers, Frank Pile ("Frank") and Simon Pile ("Simon"), who were joint tenants under two tenancies – one over commercial land and one over agricultural land.

Frank had entered into discussions with their landlord, Mr Stranks, regarding new tenancies over both parcels of land. The discussions involved granting the new tenancies to Frank or Frank's company, excluding Simon.

Simon claimed that Frank's conduct constituted a breach of trust in two respects:

1. By entering into a new tenancy agreement, Frank sought to profit at his brother's expense; and
2. By entering into further discussions with Mr Stranks, Frank has:
   a. placed himself in a position of conflict of interest between himself and his duties as trustee;
   b. tried to profit from his trusteeship; and
   c. breached the rule which prevents a trustee from solely benefitting from the renewal of a lease which they were only able to obtain it as a result of being the trustee of the original lease.

Simon was successful in the appeal and the first instance decision was set aside. This meant that Frank would not be in breach of trust by serving a NTQ in respect of the two tenancies which would lead to him obtaining a personal benefit.

The Judge, Mr Justice Zacaroli referred to the recent case of *Procter v Procter [2022] EWHC 1202 (Ch) ("Procter")* in his judgment, and considered a number of other authorities as discussed. He concluded:

1. Where a party is a trustee only by reason of their co-ownership with another joint tenant under a periodic tenancy (i.e. there is merely a bare trust for sale or trust of land), the trustee is not precluded from serving a NTQ on the landlord, nor from doing so for the purpose of acquiring a new lease of the property for themselves.
2. Trust obligations relating to a joint tenancy over land may come into effect when the trust in question goes beyond a bare trust and so gives rise to additional trust duties such as:
   - The property is held on trust for a partnership;
   - The property is required for the purpose of providing a matrimonial home;
   - The property is held under an agreement that one of the joint tenants would continue to remain in occupation of the property; and
   - The property is held for another particular purpose.

Takeaway Point

If you are considering serving a notice to quit in respect of land which you occupy as a joint tenant with others, look out for any factors which might indicate that your duties and obligations go beyond those of a co-owner, as this might mean that serving a NTQ would put you in breach of further duties.

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Neighbours defeat application to modify restrictive covenant on agricultural land

It is often said that 'there is no right to a view'. A well-drafted restrictive covenant may, however, protect the setting and amenity of a property preventing development as illustrated by the decision of the Upper Tribunal in the case of *Collins & anor v Howell & anor ([2022] UKUT 72 (LC)* which concerned an application to modify a restrictive covenant limiting the use of agricultural land.

The beneficiaries of the restriction successfully argued that the proposed development would be a substantial imposition on the landscape and diminish the rural setting which underlies the identity of their land.

FACTS

Mr & Mrs Collins, own the land subject to the restrictive covenant, a freehold interest in Newpark Stables comprising a nine-acre field and stables situated in an Area of Outstanding Natural Beauty in Devon. Mr & Mrs Howell own the adjacent Higher Norris Farm (**the Farm**) which benefits from the restriction.

Historically, the site which became Newpark Stables and the Farm were owned by the Dawes family and used mainly for the grazing of sheep. In September 2003, the farmhouse and 16 acres of land on the site were carved out and sold to Mr & Mrs Howell.

Included in the transfer to Mr & Mrs Howell was a restrictive covenant benefitting the Farm (**the Covenant**) which restricted the use of the retained land by prohibiting its use for any purpose other than "the grazing of sheep and horses and arable use of all types and the production of grass cutting" and expressly prevented the construction of "any buildings other than stables on the far boundaries only".

Newpark Stables was bought by Mr & Mrs Collins in 2019 with the benefit of planning permission granted in 2011 for equestrian use of the field and stables. In January 2020, Mr & Mrs Collins obtained planning permission to construct an equestrian manège with associated landscaping, accessway and parking on their property. To enable construction to proceed, they applied for the modification of the restrictions imposed by the Covenant on grounds (aa) and (c) of section 84(1) of the Law of Property Act 1925 but abandoned ground (c) (that the modification would not injure the persons entitle to it) at the hearing.

To succeed on ground (aa), the Tribunal had to be satisfied that:

A. the continued existence of the restriction would impede some reasonable use of the land for public or private purposes or that it would do so unless modified;

B. in impeding the suggested use, the restriction either secures "no practical benefits of substantial value or advantage" to the person with the benefit of the restriction, or that it is contrary to the public interest: and

C. money will provide adequate compensation for the loss or disadvantage (if any) which that person will suffer from the discharge or modification.

When considering the above, the Tribunal was required to take into account the development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the area, as well as "the period at which and context in which the restriction was created or imposed and any other material circumstances".

Mr & Mrs Howells contended that the purpose of the Covenant was to preserve the rural and entirely agricultural identity and character of the Farm and its surroundings. They objected to the spoiling of views from their house and garden, damage to the overall amenity and character of the Farm, intrusion from noise and an adverse impact on privacy.

It was common ground between the parties that construction of the manège would:

- breach the Covenant;
- that the Covenant secures practical benefits for the Farm by preventing the construction and use of the manège;
- that the proposed use of the field at Newpark Stables is reasonable; and
- that the proposed use would be impeded by the Covenant unless modified.

THE ISSUE

The issue before the Tribunal was whether, in impeding the proposed use of the field for the construction of the manège and its use, the Covenant secured for Mr & Mrs Howells some "practical benefit of substantial value or advantage".

THE OUTCOME

In finding against Mr & Mrs Collins, the Tribunal's determined that:

- the purpose of the Covenant was to give owners of the Farm some degree of control over the activities that took place in the fields surrounding their home;
- the practical benefits secured by the restriction are preservation of the views from the Farm over the field, privacy, tranquillity and a sense of openness, light and space;
- the manège would significantly alter the landscape in the immediate vicinity of the Farm by creating a feature in plain sight that would be obviously man-made;
- the intended planting and screening would not be sufficient to hide the manège entirely;
- the practical benefits the Covenant secures are of substantial advantage and value and that its modification would diminish the rural setting which underlies the identity of the Farm; and
- the preservation of the current rural setting, irrespective of fluctuations in market value, is of substantial advantage to Mr & Mrs Howells.

CONCLUSION

This case shows that developers can face an uphill struggle when it comes to developing land designated for agricultural use protected by a restrictive covenant. Each case is decided on its facts and an investigation of the particular circumstances is required to determine the likelihood of success of seeking modification of such restrictions.

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Protecting the farm from divorce

Divorce where farms are involved often involve particular complexities which may be far more likely to arise than in non-farming cases.

While the law on divorce applies in exactly the same way to cases with farms as to those without, the source and nature of farming assets, as well as wider family involvement, can present a unique set of difficulties making it more complicated to structure a financial settlement in such a way as to minimise the impact on the farm.

Many farming families are capital rich but income poor with liquidity issues as the farm assets and land are intrinsically linked to the successful running of the farming business. It is often not as simple as obtaining an order that an asset be transferred to the other party or sold without this having a significant knock-on effect, either on the running of the farm or on other family members who may have interests in those assets.

It is often the case that the farm has been passed down through the family over many years with careful estate planning to minimise exposure to tax and to preserve the farm for future generations, which is at risk of being unravelled on a separation. Multiple family members can be involved in the running of the farm, risking them being drawn into the divorce proceedings if there are disputes about beneficial ownership.

Estate planning, including the use of trusts and other ownership structures, is always sensible and taking advice on these wealth planning tools is vital, but it is easy to overlook the importance of relationship planning, to take account of the risk of relationship breakdown and the impact this might have on the farm and the wider family.

While inherited assets are generally treated as "non-matrimonial" property by the Family Court – in contrast to "matrimonial" property which are those assets built up during the marriage – in that non-matrimonial assets are not subject to the "sharing principle" (where the starting point is equality), there are circumstances in which the court can still invade non-matrimonial assets.

For example, the former matrimonial home may form part of the farm. The matrimonial home is usually considered as the most matrimonial of assets in nature regardless of whose name it is in. An inability to raise liquidity to offset the other party's sharing claim to this property may require creative solutions.

Further, once the court has considered to which assets the sharing principle ought to apply, the exercise does not end there with the court also required to consider the "needs principle", ie what each party needs to move forward in order to achieve what the court considers fair. One party could seek to argue that their financial needs outweigh the non-matrimonial source of the assets and so these should be invaded by the court so they are not left unable to meet their needs moving forward.

Putting the arguments which may be made by either party in the event of divorce aside, ultimately, the best way to protect farming assets is to consider the use of pre or post nuptial agreements. A nuptial agreement can record what the parties consider to be the matrimonial and non-matrimonial assets and to which assets the sharing principle ought to apply, rather than leaving this to the discretion of a court.

It can also record what the parties consider appropriate to meet their needs in the event of a separation, helping to avoid a situation where one party artificially inflates their needs in order to justify receiving a greater share of the overall pot.

While the Family Court will not be bound by a nuptial agreement simply because one exists (fairness must still be considered, although the existence of such an agreement can alter what the court considers fair), such an agreement, if drafted properly and with both parties receiving legal advice, can be highly persuasive and the parties ought to expect to be held to the terms even if they differ significantly from what a court might order absent such an agreement.

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Is that all I am getting?

The all-too common question explored

Some farmers do not realise they are operating as a partnership and many of those that do, have no written partnership agreement.

Where there is a partnership agreement, it may be silent on ownership of the land and property that each partner has brought into the partnership and/or fails to identify in clear and unambiguous terms how that land/asset is to be treated – is it partnership property or not? But why does this matter?

It matters because regardless of who the legal owner of the asset/land is, if it is partnership property that partner/owner is no longer able to dispose of that asset/land as they wish – it has become property of the partnership. The legal owner of that asset/land is only entitled to a share of that land or asset according to their partnership share i.e., **once assets and land are placed into a partnership they become part of a larger pool from which the partners can each draw according to their partnership shares.**

The Partnership Act 1890 (the "Act") - the starting point

Despite its antiquity, the Act is still in force today and governs the operation of partnerships in the absence of or where any written partnership agreement is silent.

The Act describes partnership property as *"…property originally brought into the partnership stock…"* **or** *"…acquired, whether by purchase or otherwise, on account of the firm, or for the purposes and in the course of the partnership business".*

The Act also states that *"…unless the contrary intention appears…"*, property bought with partnership funds is deemed to have been bought on account of the partnership.

Therefore, unless the partners separately record how the assets and land they each bring to the partnership are to be treated, the starting point is that they will be deemed partnership property, unless it can be shown otherwise.

Contrary Intention? - The Courts' approach

The Act does not provide guidance on how to decide if property is *"… brought into the partnership stock…"* so we must turn to case law. The surge in agricultural land values has led to a stream of cases requiring the courts to examine these issues as whether land is partnership property or not can have a profound effect upon what each partner will receive on retirement/wind-up/dissolution of the partnership.

The recent case of *Williams v Williams 2022*, sought to determine whether two farms became assets of the partnership when they were purchased. In his analysis, the Judge in *Williams* carried out a balancing exercise, weighing up those intentions that indicated the farm was not intended to be partnership property versus those that indicated it was.

With regard to the first farm, the Judge gave more weight to the fact that a) the vast majority of the purchase price was provided by the late Mr & Mrs Williams with contributions from their three children; b) that it was conveyed to Mr & Mrs Williams as beneficial joint tenants (i.e. the survivor of Mr and Mrs Williams would inherit the other's share) and that the son, who was arguing that the first farm was a partnership asset, pleaded in his particulars of claim that he did not appreciate the first farm was a partnership asset.

In relation to the second farm, the Judge conducted the same exercise. This farm was purchased by the partnership with a loan that was repaid out of partnership monies. The Judge found this to be a strong indication that the second farm was partnership property. However, the Judge noted that about half of the advance was paid by Mr and Mrs Williams from the sale of other property belonging to them. Further, Mr and Mr Williams made mutual Wills (which post-dated the purchase), and each left their estate to the other, providing the other survived for 28 days. If that did not happen, each left their respective shares in the Partnership to one of their other sons, but their shares in the second farm would pass to the claimant son (i.e., Mr & Mrs Williams treated the farm as owned by them). In weighing up all the indications, the Judge found that the second farm was not partnership property.

"But what if the farm is on the balance sheet?"

In the absence of any express statements that a farm/farmland should be partnership property, the courts have found that **the inclusion of an asset in the partnership accounts is evidence to indicate an intention that it should be partnership property, but this is not conclusive.**

The editors of The Encyclopaedia of Forms and Precedents warned that:

"Practitioners should be wary of relying on the accounts as evidence of the intention of the parties, however, as often such an inclusion is made at the behest of the partnership accountants who include the item solely in order to get tax relief and without addressing the consequent ownership issues, let alone advising the partners to seek legal advice on them. Experience indicates that this is a particular problem with agricultural partnerships."

The Court has confirmed its agreement to this approach/interpretation of the accounts which has been cited in case law.

Key points to take away

- In the absence of express agreement, whether an asset/land is partnership property, will depend upon the intention of the partners.
- The intention of the partners can be inferred from the facts of each case.
- Partnership accounts are not definitive in determining whether property is partnership property.
- The importance of a well drafted partnership agreement which accurately reflects how the property and land should be owned cannot be over-stated.
- If a costly dispute (which might end up with a sale of the farm) is to be avoided, the partnership structure and composition cannot be looked at in isolation. Partners are well advised to review their Wills and partnership accounts to ensure that there is continuity between the identification and treatment of partnership versus personal property.

Clarke Willmott have extensive experience in advising farming partnerships; if you would like advice on any issues raised in this article please contact:

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That's classified!

The Creation of Agricultural Access onto Public Highway

The General Permitted Development Order (GPDO) authorises the formation, laying out and construction of a means of access to a highway which is not a trunk road or a classified road, where that access is required in connection with development permitted by the General Permitted Development Order.

In the past, many have understood this as authorising the construction of an agricultural access onto a road that is not an A road or B road. This understanding had even been supported by Inspectors at appeal.

This is precisely the approach taken by Mr Pritchard Jones . Believing that he was authorised to do so by the GPDO, Mr Pritchard Jones created a field access onto a an unnumbered "C" road cul de sac by removing some planting and creating a concrete apron and hard surface track. The Local Planning Authority took enforcement action. Mr Pritchard Jones was turned down at an Enforcement Appeal. Mr Pritchard Jones challenged that decision in the High Court. The High Court refused his legal challenge.

Under the GPDO, a classified highway is one that meets the definition in s.12 of the Highways Act 1980. The High Court found that the unnumbered C road was a classified highway. The judge rejected the suggestion that only A and B roads are classified roads.

So, can you recognise a classified road when you see one? Probably not. The Court noted that "There appear to be no general characteristics shared by all classified roads, save for the single necessary and sufficient condition that they fall within the definition in Section 12 of the Highways Act." Therefore, always check the status of a road with the Highway Authority before seeking to rely on the rights granted by the GPDO.

In addition, it is easy to overlook the requirement that a new access will only be authorised by the GPDO if it is required in connection with development permitted by another class of the GPDO. The Court noted that "The lawful use of the field for agricultural purposes is not itself development'. Therefore, an access required simply for agricultural use cannot benefit from the right to form a new access onto an unclassified road. The right would only be available if the access is required onto an unclassified road in connection with development permitted by the GPDO, for example, to access a new agricultural building etc.

Reliance on the rights granted by the GPDO continues to be a minefield. Therefore, when seeking to rely on any such rights, check the wording of the Order very carefully and ensure that each requirement and condition has been satisfied before starting any work.

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Notes from the NFU:

Flying the flag for British farming

We are undoubtedly in a time of unusual political and economic upheaval, with rocketing inflation, widespread strikes, warnings of nuclear war in Eastern Europe and a procession of different Prime Ministers.

NFU President Minette Batters speaking at the Labour party conference. Photo: NFU/Elliott Franks

Against this turbulent background, and despite rising costs, farmers continue to produce the food we all depend on, and the work of the NFU to influence politicians has never been more important.

Attending party conferences may not figure highly on most people's bucket list – unless you're a political correspondent – but they do affect policy matters and this year the NFU, which is proudly apolitical, had a strong presence at both the Labour and Conservative events (the Lib Dem conference was cancelled).

Our stand is always one of the most eye-catching and most visited at the conferences, and receptions and fringe events were full to overflowing.

We made sure Labour's Shadow Secretary of State Jim McMahon had a clear understanding of the issues farmers are facing and we took Defra Secretary of State Ranil Jayawardena to see spinach and iceberg lettuces being cut at one of the UK's largest salad-growing businesses, so he could see for himself the phenomenal investment in automation the industry is making.

Environmental schemes were another conference talking point. The NFU's position remains unchanged: it must be more accessible to all farmers, including our uplands farmers who currently have no scheme available to them. And if the scheme is going to be successful – getting more than 70% of farmers in England involved – it must be profitable.

We've always said that this means a minimum of 65% of the current support budget needing to be committed to the scheme. There are many challenges facing farming, but there are also huge opportunities for British food production if government commits to getting it right.

Alongside our usual lobbying work – and making sure it's 'business as usual' with politicians despite the turmoil in Westminster – we are looking forward to our annual Back British Farming Day which will celebrate the largely unsung work many farmers do in their communities. These local heroes have been nominated by their MPs and will be acknowledged at a Westminster reception.

Our role continues to be to represent our farmer and grower members to ensure there is a sustainable and profitable future for British farming that continues to deliver for food and the environment.

The NFU's main asks of government are:

1. A statutory underpinning of food production that looks to maintain current levels of self-sufficiency and ensures that all government departments give due regard to the impact of policies on the country's ability to produce food.
2. Further refocusing of funding within the Agricultural Transition Plan towards sustainable food production, underpinned by a multiannual funding commitment.
3. A more certain and predictable regulatory environment specifically tailored to the UK, one that manages risk while providing suitable incentives and sufficient freedom for farmers and growers to invest in their businesses and contribute to UK food security.
4. A planning system that enables farm businesses to boost productivity and help in our collective goal to achieve net zero.
5. An immigration system that recognises the specific needs and challenges of agriculture and horticulture in sourcing the labour it needs and provides certainty for businesses, particularly horticultural businesses where the government recognises there are huge opportunities for growth.
6. An international trade strategy that enables agriculture to achieve the NFU's ambition of growing our food and drink exports by 30% by 2030 and ensures that existing high animal welfare and environmental standards in the UK are not undermined by lower standard imports.

If you would like to receive future editions of **Field Talk** or if you have any comments or suggestions for the newsletter please contact our editor, **Harriet Whitfield**: harriet.whitfield@clarkewillmott.com