



ADDERSTONE LOW MILL

GRASS PARK LET

2012

25.5 ACRES IN 1 LOT

Tender Date: Wednesday 7th March 12



Border Livestock Exchange Ltd
54-58 Marygate, Berwick upon Tweed, TD15 1BN
Tel: 01289 306 067 Fax: 01289 308 067
e-mail: info@borderlivestock.co.uk
www.borderlivestock.co.uk

ADDERSTONE LOW MILL GRASS PARK

2012 GRAZING SEASON

The dates of the grazing are 7th March to 19th November 2012 inclusive and are for sheep but will retain grazing periodically for up to two horses, where a Deed of Profit à Prendre is made between Messrs Harvey (the owner) and the Grazier.

1. In consideration of the payment of the amount of the successful tender (“the fee”), the Owner grants unto the Grazier the right of herbage on all those pieces or parcels of land (“the Land”) situated at Adderstone Low Mill to which the tender pertains. Payment is to be made in full to Border Livestock Exchange Ltd by 14th March 2012
2. The Owner will undertake the following services within the fee:
 - (i) a daily looking service.
 - (ii) to mow or spray spear thistle, creeping or field thistle, curled dock, broad leaved dock and ragwort;
 - (iii) generally to maintain the land in a good husband like manner;
 - (iv) to keep gates, fences and ditches in good order other than damage caused by the Grazier his servants or stock;
 - (v) to maintain a regular supply of drinking water on the Land;
 - (vi) to carry out such agricultural activity as is required to keep the Land in good agricultural and environmental condition (“GAEC”) and to ensure compliance with Statutory Management Requirements (“SMRs”), as defined and required by the provisions of Council Regulation (EC) 1782/2003 and such European and domestic legislation introduced pursuant to that Regulation, or any statutory modification or re-enactment thereof for the time being in force; and
 - (vii) to be responsible for and to control the Land in terms of management, benefit and financial risk.
3. The Grazier hereby covenants:
 - (i) not to graze any animals other than sheep, no fence breaker, or other unruly animal shall be put into or depastured in any of the Parks. If any such, of which the Owner shall be the sole judge, be depastured, the Owner shall have power to require the same to be removed by the taker within 48 hours after notice has been sent to him, and the Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent on account of any animal so removed.
 - (ii) not to permit any trespass on the Land;
 - (iii) to use the Land for the purpose of grazing only and not to cut or mow the grass;
 - (iv) not to allow any animals other than his own to graze the said Land without prior agreement;

- (v) **Not to sub-let, assign or part with the liberty and licence hereinbefore granted without prior permission.**
- (vi) not to allow diseased or quarantined stock or confirmed fence breakers on the said Land;
- (vii) to ensure that he his servants or agents and any person attending or for the time being in charge of the livestock present on the said Land will comply with The Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force;
- (viii) to indemnify the Owner in respect of all liabilities and payments including legal costs and expenses incurred by the Owner as a result of proceedings brought in respect of the welfare of livestock under the Agriculture (Miscellaneous Provisions) Act 1968 and The Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force;
- (ix) to indemnify the Owner in respect of any damage and all liabilities and costs, including legal costs and expenses incurred by or as a result of the actions or negligence of the Grazier; including any claims made by third parties resulting from any activities or negligence by the Grazier on the Land;
- (x) not to do anything to cause the Land to cease to be in GAEC, and to comply with any reasonable request of the Owner to take such steps as are necessary to comply with the SMRs including reasonable requests when the Owner or his agents consider the land to be overgrazed and within 48 hours after notice has been sent to him to remove or reduce stock. The Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent on account of any animal so removed. Should the owner or his Agents consider the land to be undergrazed within 48 hours after notice being given the Owner reserves the right to 'top' the pasture, and the Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent;
- (xi) to be responsible for the prompt (within 48 hours) removal of dead stock after notification by the owner; and
- (xii) to allow the Owner full access to the Land at all reasonable times to carry out the obligations set out in Clause 2 of this Deed.

4. It will be agreed that:

- (i) the Owner shall be the farmer and so the claimant and owner of entitlements to payments from the Single Payment Scheme ("SPS") pursuant to Regulation (EC) 1782/2003 and such European and domestic legislation introduced pursuant to that regulation, or any statutory modification or re-enactment thereof for the time being in force, and the Grazier shall make no claim under SPS over the Land; and
- (ii) the right of herbage hereby granted is personal to the Grazier.

5. The proprietor's telephone number is:

01668 213462



Border Livestock Exchange Ltd
54-58 Marygate, Berwick upon Tweed, TD15 1BN
Tel: 01289 306 067 Fax: 01289 308 067
e-mail: info@borderlivestock.co.uk
www.borderlivestock.co.uk

ADDERSTONE LOW MILL GRASS PARK

2012 GRAZING SEASON

TENDER FORM

I.....

of.....

Telephone.....

having inspected the Grazing and read and understood the accompanying conditions do hereby tender for:

LOT 1 N.G. FIELD NO. 3956, SHEET REF. NU 1431 (10.32Ha/25.5Acres) or thereabouts,
the sum of

£..... (and in words).....

Signed.....

Date.....

**This tender form must be in the hands of Border Livestock Exchange Ltd before
12 noon on Wednesday 7th March 2012**

