

BEAL FARM

GRASS PARK LET

2012

84.01 ACRES IN 1 LOT

TENDER DATE: 7th MARCH 2012



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

**BEAL FARM GRASS PARK
CONDITIONS OF LET
2012 GRAZING SEASON**

The dates of the grazing are as listed below, where a Deed of Profit à Prendre is made between Messrs Smith (the owner) and the Grazier.

Fields	11	NT/0642/3365	1.65Ha
	12	NT/0642/3756	1.36Ha
	25	NT/0642/7075	0.97Ha
	28	NT/0642/5363	0.34Ha
	29	NT/0642/5865	0.70Ha
	30	NT/0642/7164	0.78Ha
		NU/0543/9251	3.32Ha
		NU/0543/7981	1.72Ha

1st April to 31st October 2012 sheep only. From 1st November 2012 to 31st December 2012 stocking rate must be reduced to 0.6 livestock units per hectare.

Field 22 NT/0643/8748 11.34Ha
7th March to 30th September 2011.

Field 17 NT/0742/8202 11.82Ha
7th March to 2nd May 2012. 1st May to 30th July 2012, no stock but field can be mowed. 1st August to 30th December 2012 sheep.

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 Beal Farm 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 and cattle, 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 her 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 numbers are: 01289 381468 or 07887 905851



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BEAL FARM 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

Field 11	NT/0642/3365	Bottom Braes	1.65Ha
Field 12	NT/0642/3756	Top Braes	1.36Ha
Field 17	NT/0742/8202	Strips	11.82Ha
Field 22	NT/0643/8748	Saltgrass	11.34Ha
Field 25	NT/0642/7075	Stackyard Croft	0.97Ha
Field 28	NT/0642/5363	Well Croft	0.34Ha
Field 29	NT/0642/5865	Front Croft	0.70Ha
Field 30	NT/0642/7164	Cottage Croft	0.78Ha
	NU/0543/9251		3.32Ha
	NU/0543/7981		1.72Ha
			34Ha (84.01 Acres)

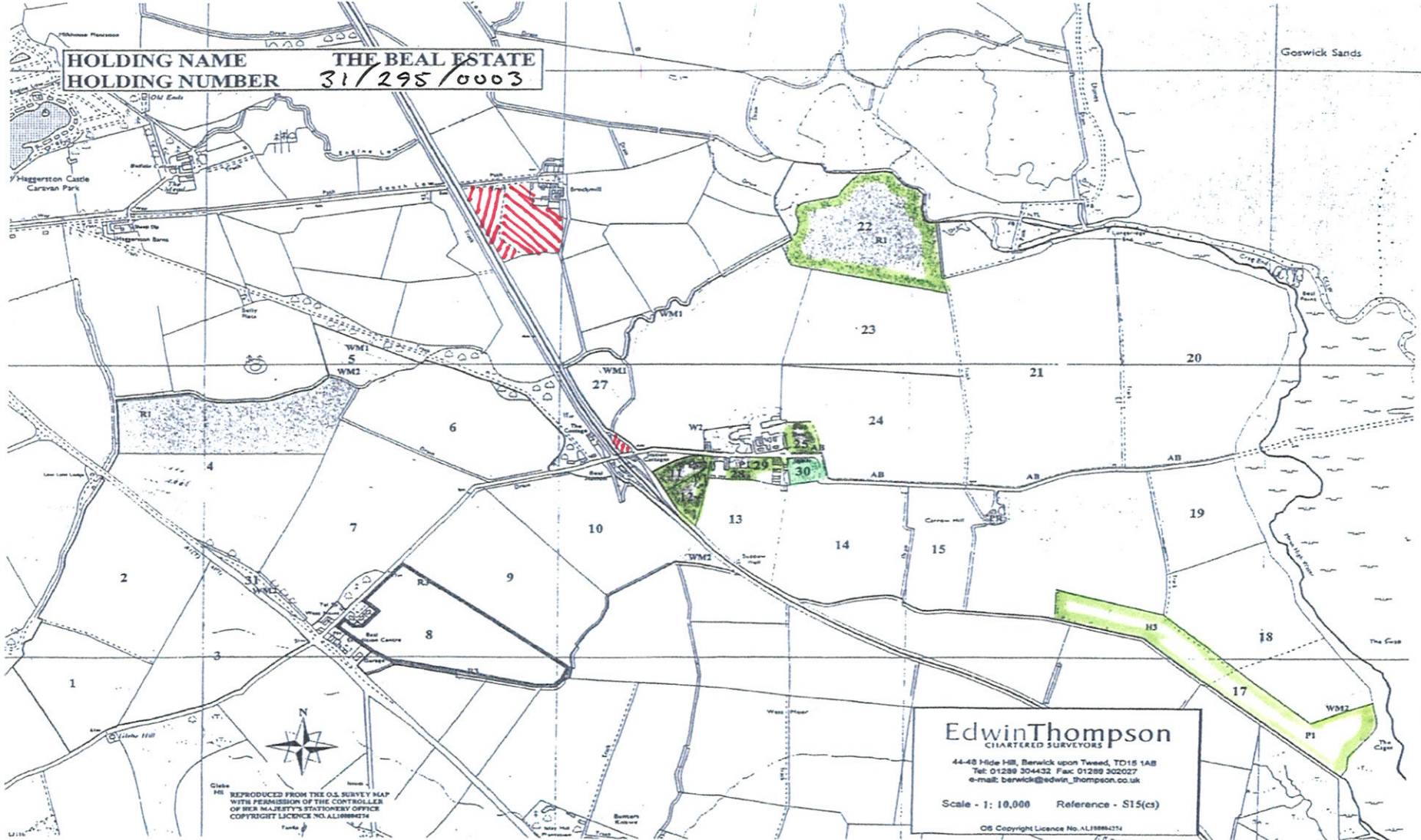
the sum of

£..... (and in words).....

Signed..... Date.....

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

HOLDING NAME THE BEAL ESTATE
HOLDING NUMBER 31/295/0003



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OF HER MAJESTY'S STATIONERY OFFICE
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Scale - 1: 10,000 Reference - S15(cs)

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