



**BILLERWELL, HAWICK**

**GRASS PARK 2012**

**206.37 ACRES IN 4 LOTS**

**Tender Date:  
Wednesday 14<sup>th</sup> 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

**BILLERWELL GRASS PARKS  
2012 GRAZING SEASON**

**CONDITIONS OF LET  
(A PROFIT OF PASTURAGE AGREEMENT)**

The dates for the grazing are 14<sup>th</sup> March to 31<sup>st</sup> October 2012 for Cattle & 30<sup>th</sup> November 2012 inclusive for sheep, with the exceptions as specified in the accompanying schedule. A Deed of Profit a Prendre is made between R Oates, Billerwell, Hawick (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 Billerwell, Hawick to which the tender pertains. 50% of the payment is to be made to Border Livestock Exchange Ltd by 21<sup>st</sup> March 2012 and 50% on 30<sup>th</sup> June 2012.
2. The Owner will undertake the following services within the fee:
  - a) to mow or spray spear thistle, creeping or field thistle, curled dock, broad leaved dock and ragwort;
  - b) generally to maintain the land in a good husband like manner;
  - c) to keep gates, fences and ditches in good order other than damage caused by the Grazier his servants or stock;
  - d) to maintain a regular supply of drinking water on the Land;
  - e) 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;
  - f) to be responsible for and to control the Land in terms of management, benefit and financial risk; and
  - g) a looking service.
3. The Grazier hereby covenants:
  - a) not to permit any trespass on the Land;
  - b) to use the Land for the purpose of grazing only and not to cut or mow the grass, without express permission from the Owner;
  - c) not to allow any animals other than his own to graze the said Land;

- d) not to allow horses, diseased or quarantined stock or confirmed fence breakers on the said Land
  - e) **Not to sub-let, assign or part with the liberty and licence hereinbefore granted without prior permission**
  - f) not to allow the said Land to be overgrazed. Should the owner consider that the grazier is overgrazing the owner reserves the right, with 48 hours notice, that the grazier removes or reduces his stock with no recompense to the Grazier.
  - g) not to allow the said Land to be under grazed. Should the Owner consider the Land is under grazed the Owner reserves the right, with 48 hours notice, to 'top' the Land with no recompense to the Grazier.
  - h) not to apply fertilisers other than compound fertilisers and if applied not to apply in excess of 60 units of Nitrogen or less than 20 units each of phosates and potash per acre. 48 hours notice and opportunity to inspect must be given to the Owner prior to intention by the Grazier to spread fertiliser.
  - i) 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;
  - j) 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;
  - k) 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;
  - l) 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; and
  - m) 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.
  - n) At the end of the licence, or on prior termination, to vacate and remove all stock and equipment including troughs etc. from the land promptly, leaving the land and its fixtures in good repair.
4. It is hereby agreed that
- a) the Owner shall have a lien upon all the Grazier's animals for the time being pastured on the Land for any sum owing or expense incurred for which under this Agreement the Grazier is liable and this lien may be enforced by the sale of any animal or animals belonging to the Grazier for the time being pastured upon the Land;
  - b) 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
  - c) the Owner retains the right to terminate the agreement set out in this Deed at any time on reasonable notice.
5. The proprietors telephone number are is 07812 209216



**BILLERWELL GRASS PARKS**  
**SCHEDULE OF GRAZING FOR 2012 SEASON**

**\* LOT 1      CATTLE & SHEEP**

<b>FIELD NO</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
21 - NT/59960/15562	3.79	1 <sup>st</sup> April to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 – Sheep
14 - NT/59683/15155	2.72	1 <sup>st</sup> April to 31 <sup>st</sup> October 2012 – Restricted to 2 Cattle units until 1 <sup>st</sup> August. 30 <sup>th</sup> November 2012 - Sheep
18 – NT/59724/15493	3.49	1 <sup>st</sup> April to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
	<b>10.00 (24.71Acres)</b>	

\* Reserves right to graze 2 horses

**LOT 2 CATTLE & SHEEP**

<b>FIELD NO</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
9 - NT/58386/15673	5.62	1 <sup>st</sup> April to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
5 - NT/59109/15576	11.5	1 <sup>st</sup> April 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
	<b>17.12 (42.3Acres)</b>	

**LOT 3 CATTLE & SHEEP**

<b>FIELD NO</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
3 - NT/58845/15661	7.43	NO GRAZNG UNTIL 1 <sup>ST</sup> MAY to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 – Sheep
1 – NT/58458/15518	20.93	1 <sup>st</sup> April to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
2 - NT/58791/15313 **	7.19	From aftermath being cleared to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
	<b>36.55 (87.84 Acres)</b>	

\*\* Not to be grazed until a hay crop has been taken by owner. The aftermath will be available to the taker



**BILLERWELL GRASS PARKS**  
**SCHEDULE OF GRAZING FOR 2012 SEASON**

**LOT 4 CATTLE & SHEEP**

<b>FIELD NO</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
6 – NT59339/15000	6.16	1 <sup>st</sup> April – 30 <sup>th</sup> Nov 2012 - Sheep 1 <sup>st</sup> May – 31 <sup>st</sup> October 2012- Cattle
8 - NT/59362/15443	6.40	1 <sup>st</sup> April – 30 <sup>th</sup> Nov 2012 Sheep 1 <sup>st</sup> May – 31 <sup>st</sup> October - Cattle
4 - NT/59024/15156 **	6.92	From aftermath being cleared to 31 <sup>st</sup> October 2012 – Cattle, 30 <sup>th</sup> November 2012 - Sheep
	<b>19.48 (48.13Acres)</b>	

\*\* Not to be grazed until a hay crop has been taken by owner. The aftermath will be available to the taker



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**BILLERWELL, HAWICK**  
**GRASS LETS 2012**  
**TENDER FORM**

I.....

of.....Telephone.....

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

LOT 1          West Leas + Pond (24.71 acres or thereabouts) the sum of  
 £.....          (and in words).....

LOT 2          Cover & Long Field (43.21 acres or thereabouts) the sum of  
 £.....          (and in words).....

LOT 3          Hillfield Hill, Double Hill (90.29 acres or thereabouts) the sum of  
 £.....          (and in words).....

LOT 4          Hallrule, Lodge Field, Sandy Road (48.13 acres or thereabouts) the sum of  
 £.....          (and in words).....

\*Tenders must be submitted in the form of total money per lot, not pounds per acre.

Delete as necessary if not tendering for all lots

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

This tender must be in the hands of Border Livestock Exchange before **12 noon on Wednesday 14<sup>th</sup> March 2012.**

