



**BLUECAIRN, BLAINSLIE,
GALASHIELS**

GRASS PARK LETS

2012

93.47 ACRES IN 2 LOTS

**Tender Date:
Wednesday 14th 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

BLUECAIRN, BLAINSLIE, GALASHIELS
GRASS LETS 2012
TENDER FORM

I.....

of.....

Telephone.....

Email.....

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

LOT 1 Field 2 NT/52780/41615 & Field 3 NT/52939/41517 (37.73 acres or thereabouts) the sum of

£..... (and in words).....

LOT 2 Field 9 NT/53555/41635 & Field 10 NT/53565/41395 (57.74 acres or thereabouts) the sum of

£..... (and in words).....

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 14th March 2012**



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**BLUECAIRN, BLAINSLIE, GALASHIELS
2012 GRAZING SEASON**

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

The dates for the grazing are 1st April to 30th November for both cattle, and sheep. A Deed of Profit a Prendre is made between G W & K L M Weir ("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 Bluecairn, Blainslie, Galashiels to which the tender pertains. 50% of the payment is to be made to Border Livestock Exchange Ltd by 21st March 2012 and 50% on 30th 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 employees or stock;
 - d) to maintain a regular supply of drinking water on the Land; (Field 2 has no trough)
 - 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 two to three times per week will be provided.
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 sub-let, assign or part with the liberty and licence hereinbefore granted without prior permission**
 - e) not to allow horses, diseased or quarantined stock or confirmed fence breakers on the said Land;
 - 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

- i) to ensure that he his employees 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.
- o) to be responsible for the prompt (within 48 hours) removal of dead stock after notification by the owner or his staff.

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.

The proprietors telephone numbers are 01896 860 246 and 07774 777730



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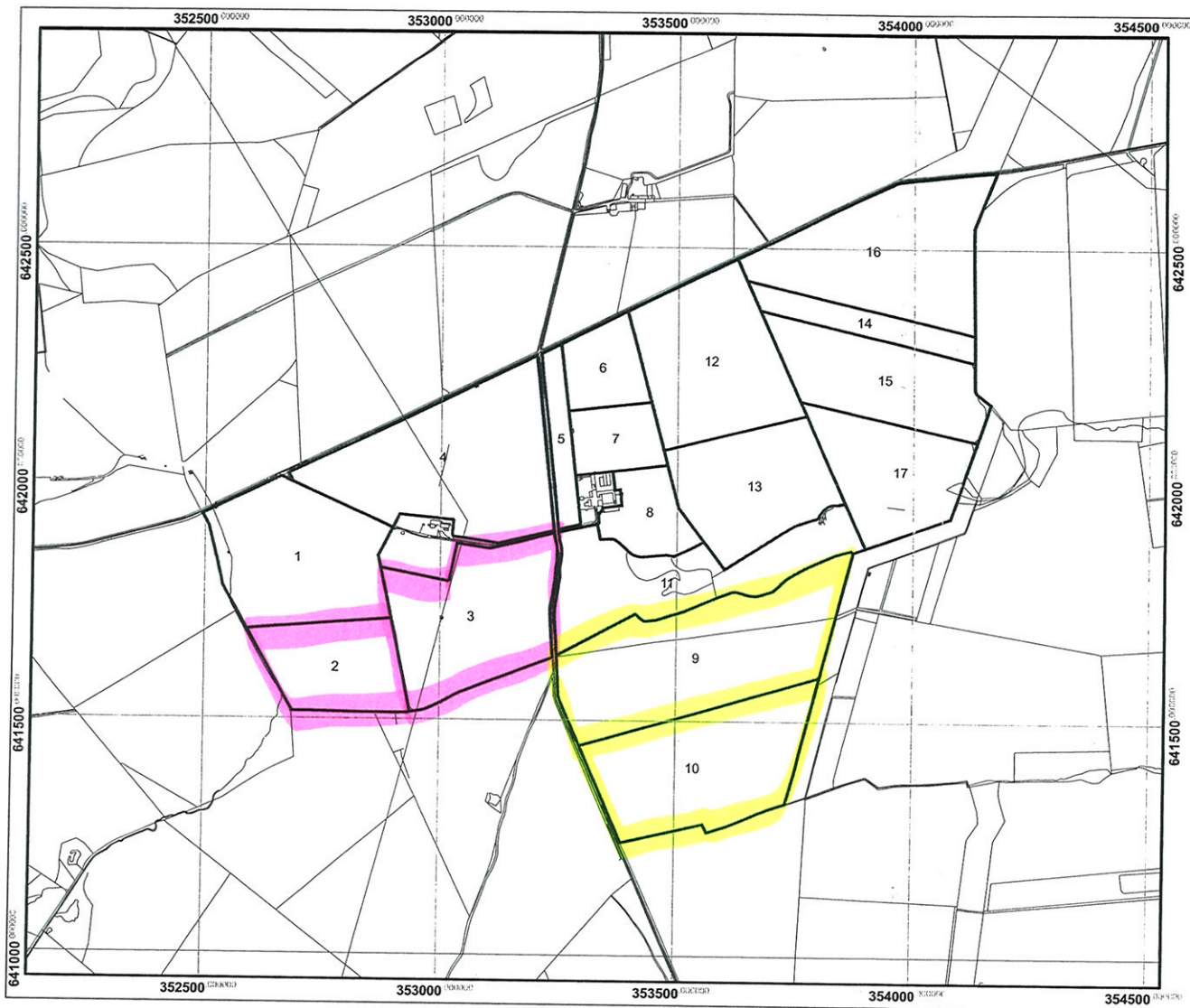
**BLUECAIRN, BLAINSLIE, GALASHIELS
 SCHEDULE OF GRAZING FOR 2012 SEASON**

LOT 1 Sheep + Cattle

FIELD NO	AREA (Ha)	GRAZING DATES
2 - NT/52780/41615	5.15	1st April – 30th November 2012 * drinking trough to be shared with Field 3
3 - NT/52939/41517	9.31	1st April – 30th November 2012
	14.46 (35.73acres)	

LOT 2 Sheep + Cattle

FIELD NO	AREA (Ha)	GRAZING DATES
9 - NT/53555/41635	12.98	1st April – 30th November 2012
10 - NT/53565/41395	10.89	1st April – 30th November 2012
	23.37 (57.75acres)	



Rural Payments and Inspections Directorate



The Scottish Government

Farm Code 796/0015

Map 1 of 1

Field System Version Date: 15 June 2009

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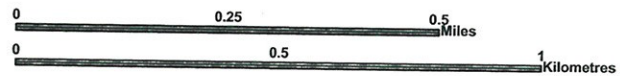
Counter	Field Identifier	Area(Ha)
1	NT/52695/41841	9.32
2	NT/52780/41615	5.15
3	NT/52939/41517	9.31
4	NT/53114/41868	12.42
5	NT/53251/42090	1.74
6	NT/53335/42259	2.8
7	NT/53371/42107	2.56
8	NT/53436/41932	2.8
9	NT/53555/41635	12.98
10	NT/53565/41395	10.39
11	NT/53566/41794	8.34
12	NT/53566/42260	9.48
13	NT/53656/42000	7.53
14	NT/53896/42345	2.66
15	NT/53934/42221	7.25
16	NT/53964/42511	10.76
17	NT/53971/42013	6.55

Total Area: 122.04 Ha



Scale 1:10,000

1 cm equals 100 Metres
1 cm equals 109 Yards
1 inch equals 278 Yards



Blue Field Boundary

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