



**GREYMARE**

**GRASS PARK LETS**

**2012**

**287.85 ACRES IN 3 LOTS**

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

**GREYMARE**  
**GRASS LETS 2012**  
**TENDER FORM**

I.....

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

email.....

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

Order of  
Preference

LOT 1 \_\_\_ By The Bog, On The Right, Poor Robin and Oak Tree (93.97 acres or thereabouts) the sum of  
£..... (and in words).....

LOT 2 \_\_\_ Greymare, Kiln, Plantation, Sourbags and North Pasture (77.76 acres or thereabout) the  
sum of  
£..... (and in words).....

LOT 3 \_\_\_ Fawcett, Strip, Hill Field, Lambing, Front Field, Little Swinhoe and Big Swinhoe (114.89  
acres or thereabouts) the sum of  
£..... (and in words).....

COMMENTS.....

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**



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**GREYMARE**  
**2012 GRAZING SEASON**

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

The dates of the grazing are 21<sup>st</sup> March to 19<sup>th</sup> October 2012 for cattle (this may be extended for a short period at the Proprietor's discretion, should conditions permit), and 30<sup>th</sup> November 2012 for sheep inclusive, where a Deed of Profit à Prendre is made between CJ Leyland (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 Greymare to which the tender pertains. 50% of payment is to be made to Border Livestock Exchange Ltd by 21<sup>st</sup> March 2012 and 50% by 13<sup>th</sup> July 2012.
2. The Owner will undertake the following services within the fee:
  - (i) a daily looking service. (Feeding, gathering, etc. by agreement/arrangement required with refund of costs). **The Taker must give 24 hours notice to the Proprietor of stock movement.**  
The Proprietor would respectfully ask the Taker to use the Proprietor's quad or a Kubota at no charge, preferably with 24hrs warning, for rounding up stock rather than using pickups, Landrovers etc. A very good set of sheep pens are available which the Proprietor expects to be left clean and tidy after use. A shed next to the pens is available for shearing if necessary.
  - (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 or 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 from the agents or their principal;
- (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 her 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 only apply compound fertilisers with the Owner's prior consent and inspection;
- (xii) Feeding of cattle on the Parks must have the Proprietor's prior agreement and consent;
- (xiii) to be responsible for the prompt (within 48 hours) removal of dead stock after notification by the owner; and

(xiv) 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 telephone numbers are:

01668 213395 07740 041761



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**GREYMARE GRASS PARKS**  
**2012 GRAZING SEASON SCHEDULE OF FIELDS**

**LOT 1 CATTLE & SHEEP**

FIELD NO	FIELD NAME	Ha	ACRES
NUO 636 2701	By the Bog	9.75	24.08
NUO 636 7059/5406	Poor Robin	10.77	26.66
NUO 636 4125/5406	On The Right	6.07	15.00
NUO 636 9434	Oak Tree	11.44	28.26
	Total	38.03	93.97

**LOT 2 CATTLE & SHEEP**

FIELD NO	FIELD NAME	Ha	ACRES
NUO 636 9904	Kiln	9.35	23.10
NUO 736 3336	Greymare	4.27	10.45
NUO 736 1735	Plantation	6.24	15.41
NUO 736 5050	Sourbags*	3.92	9.68
NUO 736 5828	North Pasture	7.74	19.12
	Total	31.52	77.76

**LOT 3 CATTLE & SHEEP**

FIELD NO	FIELD NAME	Ha	ACRES
NUO 635 8268	Fawcett	4.99	12.33
NUO 735 0484	Strip	4.29	10.6
NUO 735 0864	Hill Field*	8.8	21.74
NUO 735 3590	Lambing*	6.11	15.09
NUO 735 3364	Little Swinhoe*	5.13	12.61
NUO 736 5701/7202	Front Field*+	6.96	16.19
NUO 735 6665	Big Swinhoe*	10.66	26.33
	Total	46.94	114.89

\*These Fields are subject to ELS Schemes and should fertilisers be applied, it must not be applied to the 5 metre margins.

+The Proprietor reserves the right to occasionally graze up to 2 horses. A very good set of sheep pens are available which the Proprietor expects to be left clean and tidy after use. A shed next to the pens is available for shearing if necessary.

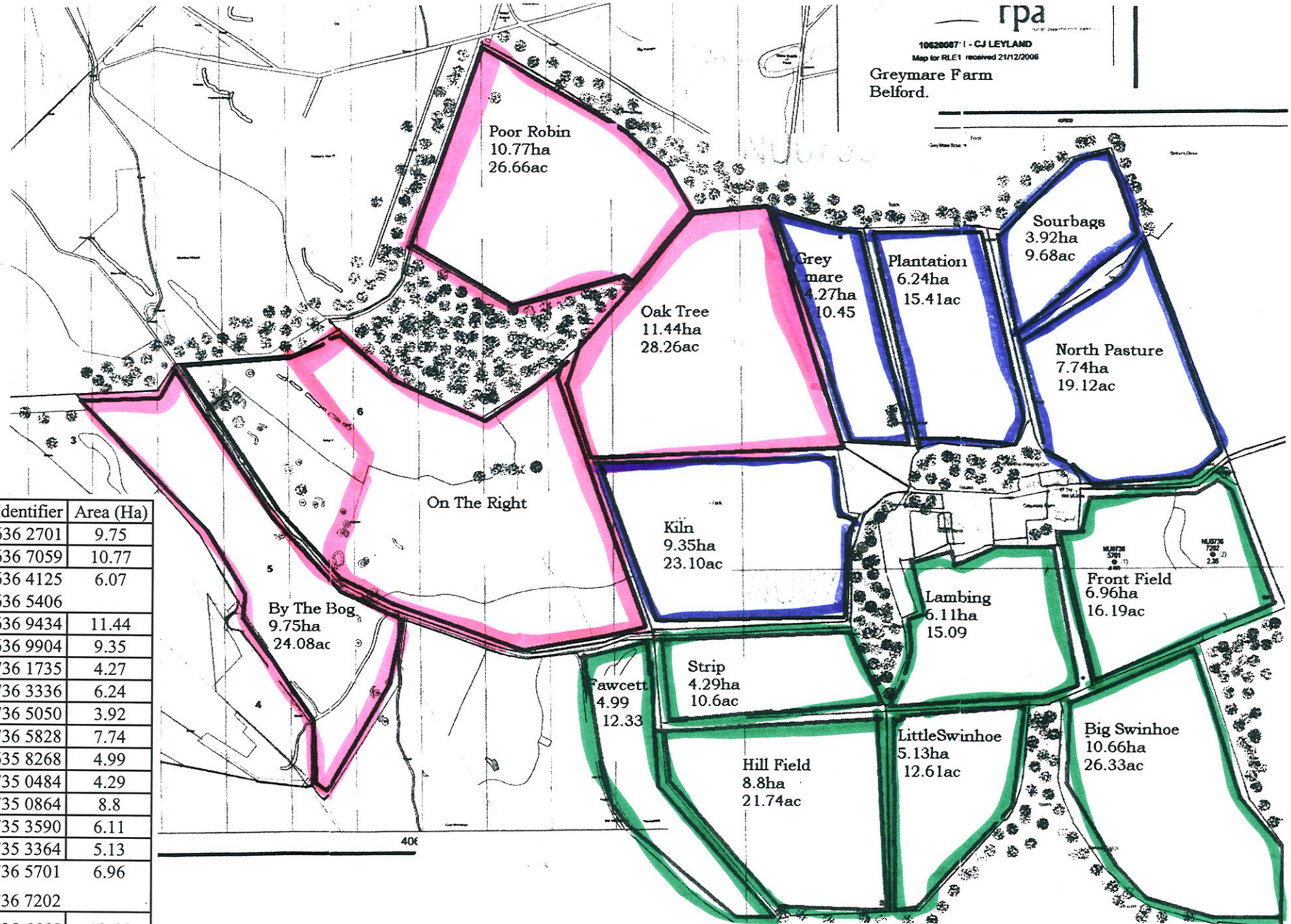
Tenders must be in the hands of Border Livestock Exchange in the form of a total sum offered (not per acre) by 12 noon on Wednesday 14<sup>th</sup> March 2012 The proprietor reserves the sole right to make a final decision as to the successful tender, which may not be the highest.

It is respectfully suggested that tenderers may make offers for more than one lot in an order of preference, stipulating the maximum number of lots they wish to take. i.e. If a tenderer was unsuccessful with his first bid, his second or third choice may be successful.

rpa

10620087-1 - CJ LEYLAND  
Map for RLE1 received 21/12/2006

Greymare Farm  
Belford.



Counter	Field Identifier	Area (Ha)
By the Bog	NUO 636 2701	9.75
Poor Robin	NUO 636 7059	10.77
On The Right	NUO 636 4125 NUO 636 5406	6.07
Oak Tree	NUO 636 9434	11.44
Kiln	NUO 636 9904	9.35
Greymare	NUO 736 1735	4.27
Plantation	NUO 736 3336	6.24
Sourbags	NUO 736 5050	3.92
North Pasture	NUO 736 5828	7.74
Fawcett	NUO 635 8268	4.99
Strip	NUO 735 0484	4.29
Hill Field	NUO 735 0864	8.8
Lambing	NUO 735 3590	6.11
Little Swinhoe	NUO 735 3364	5.13
Front Field	NUO 736 5701 NUO 736 7202	6.96
Big Swinhoe	NUO 735 6665	10.66
Total		116.49