



LENNEL HILL

GRASS PARK LETS

2012

96.09 ACRES IN 4 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

LENNEL HILL
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 CRAW GREEN AND HARRY'S FIELD (12.32ha/30.44acres or thereabouts)
the sum of

£..... (and in words).....

LOT 2 LENNEL HILL PARKS (22.57ha/55.77acres or thereabouts) the sum of

£..... (and in words).....

LOT 3 SOUR CAKES (2ha/4.94acres or thereabouts) the sum of

£..... (and in words).....

LOT 4 CEMETERY (2ha/4.94acres 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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LENNEL HILL GRASS PARKS
2012 GRAZING SEASON
CONDITIONS OF LET
(A PROFIT OF PASTURAGE AGREEMENT)

The dates for the grazing are 21st March to 22nd October 2012 inclusive for cattle, and 21st November 2012 inclusive for sheep. A Deed of Profit a Prendre is made between J&I McGregor for The Trustees of Sir Ilay Campbell Settlement (“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 Lennel Hill as specified on the accompanying Schedule and Map. 50% of the fee 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 (an ongoing program of eradication is being implemented and graziers may be asked to remove stock for short periods in specific fields to effect this program);
 - 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) to apply 125kg/Ha (1cwt/acre) of 20.10.10 fertiliser (See schedule for fields marked with *)
 - h) to supply a looking service two times per week..
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 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

- f) **Not to sub-let, assign or part with the liberty and licence hereinbefore granted without prior permission.**
 - 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) No use of guns, firearms or traps will be permitted and the Licensee may not grant consent to any other party to shoot or trap. The Trustees of Sir Ilay Campbell Settlement reserve the sporting rights over the subject let.
 - o) 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 and appropriate recompense.
5. Nothing herein contained shall be deemed to create or vest in the Licensee any legal estate in the said land.
6. With regard to Lot 1. Craw Green, the Proprietor reserves the right to hold a charity event on the 9th and 10th June. Stock will not need to be removed, but will be temporarily fenced off.

The proprietors contact numbers are:- Tel: 01890 882278 Mob: 07970 197724
email: colin@mcgregorfarms.co.uk



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LENNEL HILL GRASS PARKS
SCHEDULE OF GRAZING FOR 2012 SEASON

LOT 1 CRAW GREEN AND HARRY'S FIELD COLDSTREAM

FIELD NO	NAME	AREA (Ha)
NT/85167/40452	1. CRAW GREEN *	9.32
NT/85305/40761	2. HARRY'S FIELD	Res to 3.00
		12.32 (30.44Acres)

LOT 2 LENNEL HILL PARKS

FIELD NO	NAME	AREA (Ha)
NT/85832/42906	2. BACK BANK *	3.30
NT/86055/43074	3. BACK BANK SMALL *	2.06
NT/86140/42724	4. THE LAWN *	3.80
NT/86294/43266	5. EASTER GANNICK *	3.87
NT/86588/42912	6. TWEED MILL *	9.54
		22.57 (55.77Acres)

LOT 3 SOUR CAKES

FIELD NO	NAME	AREA (Ha)
NT/84827/41890	SOUR CAKES *	2.00
		(4.94Acres)

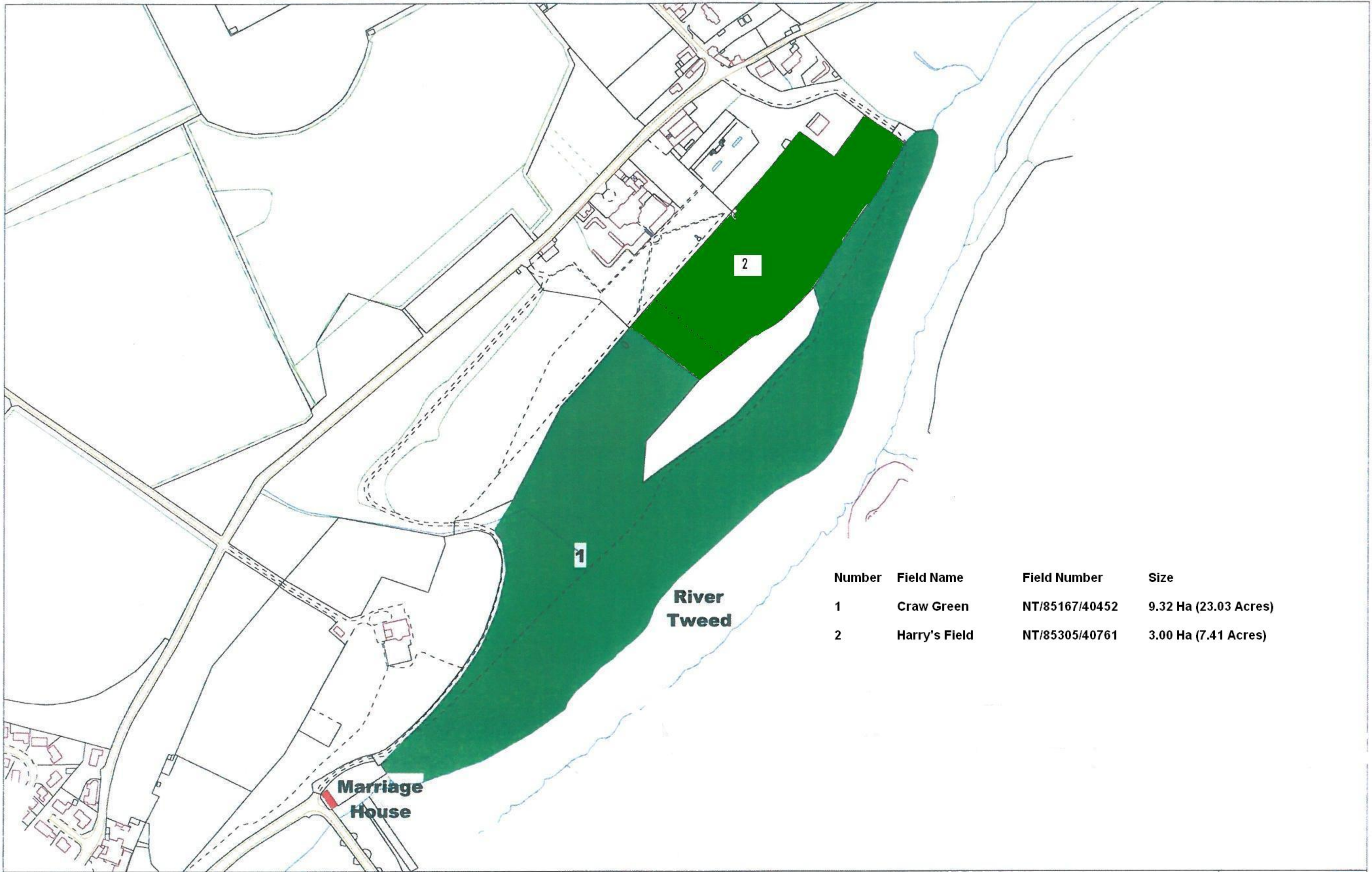
LOT 4 CEMETERY – (Sheep and Horses only)

FIELD NO	NAME	AREA (Ha)
NT/86115/41270	CEMETERY *	2.00
		(4.94Acres)

NB: A constant access between Fields 3 and 5 is effected by a well fenced cut in the wood between them. Access between 4 and 6 and other fields, is effected through the grass field adjacent to the Lennel Hill Bungalows. This field is also periodically available for sheep grazing FOC at the Proprietors behest.

* All Fields maybe sprayed for ragwort by the owner as part of an ongoing successful eradication programme.

*All fences will be checked prior to let.



Number	Field Name	Field Number	Size
1	Craw Green	NT/85167/40452	9.32 Ha (23.03 Acres)
2	Harry's Field	NT/85305/40761	3.00 Ha (7.41 Acres)

Lennel Hill

J and I McGregor

Scale: 1:5000

Printed: 15 February 2010

Farmade
Amais



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Number	Field Name	Field Number	Size (Ha)
2	Back Bank	NT/85832/42906	3.30
3	Back Bank Sm	NT/86055/43074	2.06
4	The Lawn	NT/86140/42724	3.80
5	Easter Gannick	NT/86294/43266	3.87
6	Tweed Mill	NT/86588/42912	9.54
Total			22.58 Ha (55.77 Acres)

Lennel Hill

J and I McGregor

Scale: 1:8125

Printed: 15 February 2010

Farmade
Amais





Sour Cakes (NT/84827/41890) - 2.0 Ha

Cemetery (NT/86115/41270) - 2.0 Ha

Oxenrig Farm - Let Grass 2012

J and I McGregor

Scale: 1:10000

Printed: 08 February 2012

