



**THE MEAD  
Nr. HAGGERSTON,  
BERWICK UPON TWEED  
TD15 2NZ**

**GRASS PARK LETS**

**2019**

**21.4 ACRES IN 1 LOT**

**Tender Date: Wednesday 13<sup>th</sup> March 19**



**Border Livestock Exchange Ltd**  
**5 Kings Mount, Ramparts Business Park, Berwick upon Tweed. TD15 1TQ**  
**Tel: 01289 306 067 Fax: 01289 308 067**  
**e-mail: emma@borderlivestock.co.uk**  
**www.borderlivestock.co.uk**

**THE MEAD GRASS LETS 2019**  
**TENDER FORM**

I.....

of.....

Telephone.....

email.....

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

LOT 1            NU0443 5035, NU0443 7465 (21.4 acres or thereabouts) the sum of

£..... (and in words).....

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

This tender must be in the hands of Border Livestock Exchange **before 12 noon on Wednesday 13<sup>th</sup> March 2019.**



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**THE MEAD**  
**2019 GRAZING SEASON**

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

The dates of the grazing are 18<sup>th</sup> March to 18<sup>th</sup> October 2019 for cattle and 30<sup>th</sup> November 2019 for sheep inclusive, where a Deed of Profit à Prendre is made between Messrs H O Short (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 The Mead to which the tender pertains. Payment is to be made in full to Border Livestock Exchange Ltd by 20<sup>th</sup> March 2019.
2. The Owner will undertake the following services within the fee:
  - (i) Parks will be looked 3 times a week - (Feeding, gathering, etc. by agreement/arrangement required with refund of costs). **The Taker must give 24 hours notice to the Proprietor of stock movement.**
  - (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.
  - (viii) Fields will be chain harrowed, heavy rolled and lime applied this year. The owner can supply and apply nitrogen at cost if required, or grazier can do so their own cost.

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, specification 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:

07729 746 237



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**THE MEAD GRASS PARKS**

**2019 GRAZING SEASON SCHEDULE OF FIELDS**

LOT 1                      CATTLE &  
                                    SHEEP

FIELD NO	ACRES
NU0443 5035	10.50
NU0443 7465	10.90
	<b>21.4 ACRES</b>

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 13th March 2019**. 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.

