

SHELLACRES & CASTLE HEATON

GRASS PARK LETS

2021

Iro 100 ACRES

Tender Date: Wednesday 17th March 21



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

SHELLACRES & CASTLE HEATON

GRASS LETS 2021 TENDER FORM

I.....

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

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

LOT 1: Areas shaded green in the accompanying plan.

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

This tender must be in the hands of Border Livestock Exchange before **12 noon on Wednesday 17th March 2021.**



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SHELLACRES & CASTLE HEATON GRASS PARKS
2021 GRAZING SEASON
CONDITIONS OF LET

The date for **Shellacres & Castle Heaton Parks** are 1st April to 30th November 2021 and are for **sheep only**. A Deed of Profit à Prendre is made between Messrs Penmar Farming Ltd. Duddo, Cornhill-on -Tweed (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 **Shellacres & Castle Heaton** to which the tender pertains. Payment is to be made in full to Border Livestock Exchange Ltd by 24th March 2021.
2. The Owner will undertake the following services within the fee:
 - (i) to mow or spray spear thistle, creeping or field thistle, curled dock, broad leaved dock and ragwort;
 - (ii) to maintain the land in a good husband like manner;
 - (iii) to keep gates, fences and ditches in good order other than damage caused by the Grazier his servants or stock;
 - (iv) to maintain a regular supply of drinking water on the Land;
 - (v) 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 legislation introduced pursuant to that Regulation, or any statutory modification or re-enactment thereof for the time being in force; and
 - (vi) to be responsible for and to control the Land in terms of management, benefit and financial risk.

3. The Grazier hereby covenants:

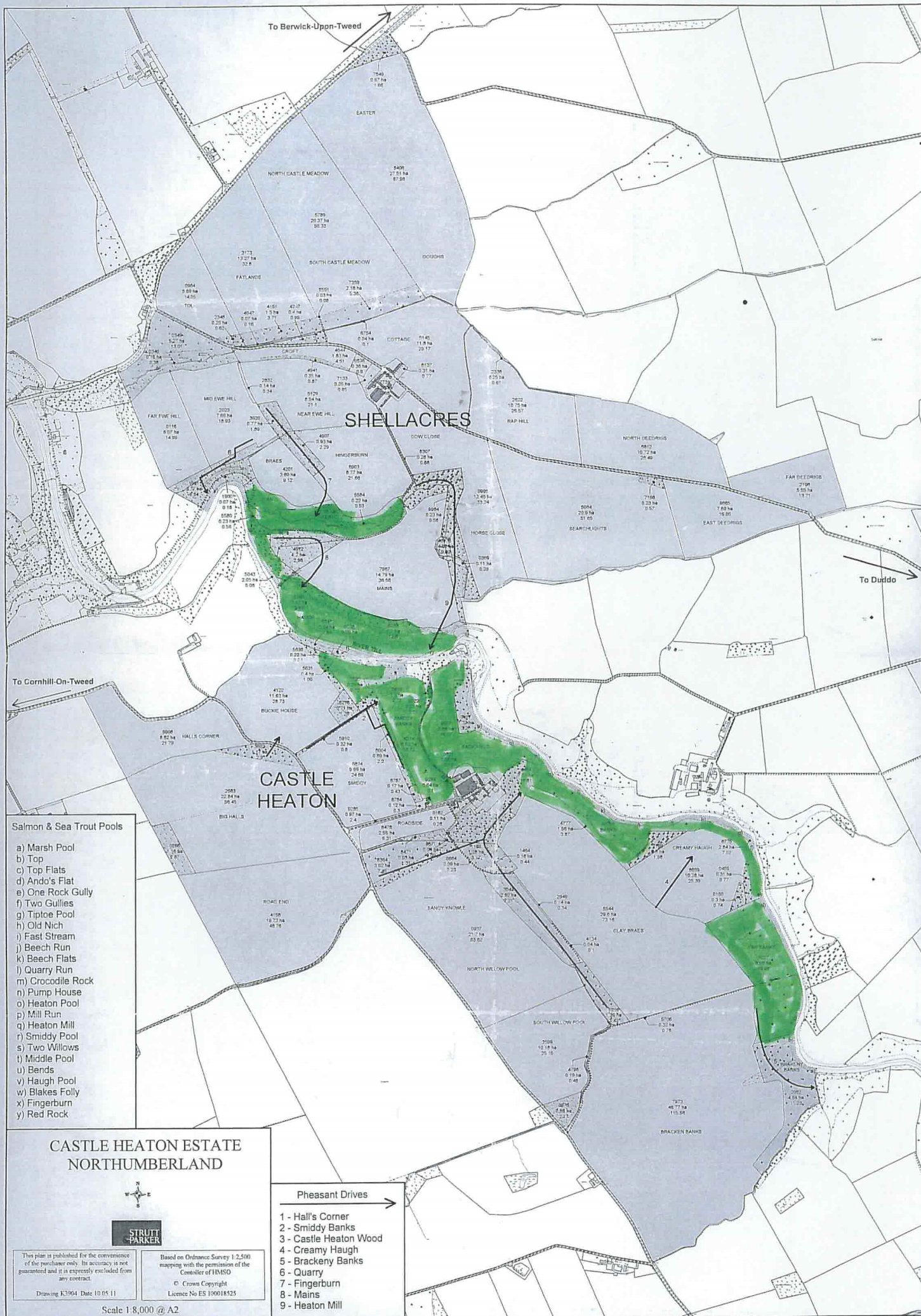
- (i) not to graze any animals other than sheep.
- (ii) not to permit any trespass on the Land;
- (iii) to use the Land only for the purposes of grazing and hay making, with prior permission;
- (iv) not to allow any animals other than his own to graze the said Land without prior agreement;
- (v) the grazier must create a linked holding with his own property to preclude any movement restrictions being inflicted upon the proprietor;
- (vi) not to spread fertilizer without the Proprietor's prior consent;
- (vii) not to graze or allow diseased or quarantined stock or confirmed fence breakers on the said Land. Any such animal, or other unruly animal that shall be put into, or depastured in any of the Parks, 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;
- (viii) 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;
- (ix) 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;
- (x) 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;
- (xi) 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 his 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 animals so removed. Should the owner or his 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;
- (xii) to be responsible for the prompt (within 48 hours) removal of dead stock after notification by the owner; and

- (xiii) 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.
- (xiv) **Not to sub-let, assign or part with the livery and licence hereinbefore granted without prior permission.**

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 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.

6. The proprietor's telephone numbers are:
01890 820456 or 07970 064757



Salmon & Sea Trout Pools

- a) Marsh Pool
- b) Top
- c) Top Flats
- d) Ando's Flat
- e) One Rock Gully
- f) Two Gullies
- g) Tiptoe Pool
- h) Old Nich
- i) Fast Stream
- j) Beech Run
- k) Beech Flats
- l) Quarry Run
- m) Crocodile Rock
- n) Pump House
- o) Heaton Pool
- p) Mill Run
- q) Heaton Mill
- r) Smiddy Pool
- s) Two Willows
- t) Middle Pool
- u) Bends
- v) Haugh Pool
- w) Blakes Folly
- x) Fingerburn
- y) Red Rock

CASTLE HEATON ESTATE
NORTHUMBERLAND



STRUTT
& PARKER

This plan is published for the convenience
of the purchaser only. Its accuracy is not
guaranteed and it is expressly excluded from
any contract.

Drawing K3904 Date 10.05.11

Based on Ordnance Survey 1:2,500
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Scale 1:8,000 @ A2

Pheasant Drives

- 1 - Hall's Corner
- 2 - Smiddy Banks
- 3 - Castle Heaton Wood
- 4 - Creamy Haugh
- 5 - Bracken Banks
- 6 - Quarry
- 7 - Fingerburn
- 8 - Mains
- 9 - Heaton Mill