



WILTONBURN

GRASS PARK LETS

2022

233 ACRES IN 1 LOT



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

WILTONBURN, HAWICK

GRASS LETS 2022

TENDER FORM

I.....

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

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

LOT 1 Field No 5 Wiltonburn Hill, 8, 12*, 13, 18, 20, 21
233 acres or thereabouts the sum of

£..... (and in words).....

*** The Owner reserves the right to occasionally graze up to 7 horses in field no 12**

Signed.....

Date.....

This tender must be sealed and be in the hands of Border Livestock Exchange before **12 noon on Wednesday 16th March 2022.**



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CONDITIONS OF LET
(A PROFIT OF PASTURAGE AGREEMENT)

The dates for the grazing are 30th March to 23rd October 2022 inclusive for cattle, and 30th November 2022 inclusive for sheep, where a Deed of Profit a Prendre is made between J Shell, Wilton Burn, Hawick (“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 Wilton Burn to which the tender pertains. Full Payment to be made to Border Livestock Exchange Ltd by Wednesday 19th March 2022
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) generally 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 European and domestic 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.
 - (viii) to ‘Look’ the stock grazing upon the said fields at least three times per week and notify the grazier of their condition should that be necessary.
3. The Grazier hereby covenants:
 - (i) not to permit any trespass on the Land;
 - (ii) to use the Land for the purpose of grazing only and not to cut or mow the grass, without express permission from the Owner;
 - (iii) not to allow any animals other than his own to graze the said Land;
 - (iv) not to allow horses, diseased or quarantined stock or confirmed fence breakers on the said Land;
 - (v) **Not to sub-let, assign or part with the liberty and licence hereinbefore granted without prior permission.**
 - (vi) 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.

- (vii) 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.
 - (vii) 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.
 - (vi) 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;
 - (viii) 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;
 - (ix) 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
 - (xi) 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. In pursuit of this clause the proprietor may ask the grazier to remove stock from certain fields for the recommended times during weed eradication programs.
4. It is hereby agreed that
- (i) 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;
 - (ii) 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
 - (iii) the Owner retains the right to terminate the agreement set out in this Deed at any time on reasonable notice.
5. The proprietors telephone numbers are 01450 372 414 and 07774 192 551
6. The owner reserves the right to occasionally graze up to 7 horses in field no 12.



WILTONBURN

Area 1 (Wiltonburn hill)	162 acres
Area 2 (6 fields)	71 acres