



GRAZING AGREEMENT

PARTICULARS

<u>Column 1</u>	<u>Column 2</u>
The Owner "Licensor"	F&CE Bentley & Son Hilltop Farm, Shap, Penrith, Cumbria, CA10 3LF
The Grazer "Licensee"	Messrs J A Sayer Town End Farm, Hackthorpe, Penrith, Cumbria, CA10 2HX
The Land	24.58 hectares (60.74 acres) of land described in Schedule 1 and shown where appropriate edged red on the plan attached
The Fee	£6,000
The Period	From 1st April 2025 To 31st October 2025
The Rights	The sole right to graze with sheep and cattle or mow only – NO BULLS, HORSES or PONIES on the grass on the Land for the Period subject to the terms of this Agreement
The Payment Date	31st August 2025
The Agent	H&H Land & Estates, Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS

THIS AGREEMENT IS MADE THE 15th April 2025

2. THE LICENSEE agrees –

- a) TO pay the Licence fee hereby reserved on the date agreed together with such VAT as may be due in respect of the fee
- b) NOT to assign the benefit of this Licence to any other natural or legal person
- c) As to the use of the access given to the Land by the Licensor to the Licensee:
 - i) THAT the Licensee is and will remain the keeper of the livestock grazing on the Land with daily responsibility for the livestock and the Licensor has no such obligations to the Licensee's livestock and in case of emergencies concerning those animals the Licensee can be contacted on the following telephone number 01931 712245
 - ii) TO carry out no other activities on the Land than grazing or mowing and removing the grass and those required of the Licensee being the keeper of the animals he has brought onto the Land
 - iii) NOT to plough or re-seed any part of the Land
 - iv) NOT to erect or alter any building nor make any other alteration to the Land
 - v) THAT in all respects he will comply with the requirements of the Health and Safety at Work Act 1974 (as amended)
- d) As to the livestock allowed to be brought onto the Land:
 - i) TO keep an appropriate number of the Licensee's own cattle (other than bulls) and/or sheep and no other stock on the Land having regard to the type quality productivity and drainage of the soil and the pasture and to comply with the Cross Compliance rules applying in England under European Union's Regulation 1306/2013 and the Common Agricultural Policy (Control and Enforcement, Cross-Compliance, Scrutiny of Transactions and Appeals) Regulations 2014 both as amended (including by the Direct Payments to Farmers and Cross Compliance (Simplifications) (England) (Amendment) Regulations 2020) and so far as it applies in England as it may be further amended or replaced ("Cross Compliance") and in all cases so as to prevent any poaching erosion or damage to the sward or any breach of the Farming Rules for Water and in particular to keep
 - ii) NOT to bring onto the Land any stock other than his own
 - iii) TO manage his animals on the Land in accordance with the Welfare of Farmed Animals (England) Regulations 2007 (as amended or replaced) as appropriate and in accordance with Statutory Management Requirement 13 (animal welfare) under the Cross Compliance rules
 - iv) NOT to introduce any dangerous unfit or diseased stock onto the Land or any disease affecting the Land

- v) THAT as keeper of the livestock grazing on the Land the Licensee will notify the appropriate Animal and Plant Health Agency local office and the British Cattle Movement Service of such information as is required in respect of his access to the Land for his animals as the Licensor has no obligation to the Licensee's livestock
 - vi) TO adhere to the requirements under Cross Compliance of Statutory Management Requirement 9 (prevention and control of transmissible spongiform encephalopathies)
 - vii) TO promptly remove any infected or troublesome animals from the Land subject to the provisions of 4 i)
 - viii) TO use all reasonable efforts to prevent the stock from straying from the Land and to notify the Licensor of any damage or defect to boundaries or enclosures by which stock can stray from the Land
- e) As to the mowing of the Land
- i) TO mow the sward no more than once and then to graze the aftermath to the end of the Licence Period
 - ii) NOT to breach any Cross Compliance requirements in relation to the Basic Payment Scheme or any scheme under the European Union's Rural Development Regulation 1305/2013 or the rules of any agreement under the Environment Act 1995 or any financial assistance scheme under the Agriculture Act 2020 ("the Schemes") as they apply to the Land when mowing or removing cut grass
 - iii) TO provide the Licensor with written records as required under Cross Compliance Statutory Management Requirement (SMR) 4 (food and feed law) within fourteen days of the land being mowed or immediately on request to the Licensor whichever may be the earliest
- f) As to the regulations governing livestock identification and movements and animal welfare
- i) TO be solely responsible as keeper of the animals for all compliance with the law on animal identification animal passports and movement recording and reporting for the animals and animal welfare and adhere to the requirements of Statutory Management Requirement 6 (pig identification and registration) Statutory Management Requirement 7 (cattle identification and registration) and Statutory Management Requirement 8 (sheep and goats identification) and to promptly provide the Licensor with any livestock identification and movement records whenever required and adhere to the requirements of Statutory Management Requirement 13 (animal welfare)
 - ii) BEFORE moving animals onto the Land to obtain a Temporary Land Association or temporary CPH (Holding) Number for the Land from the Animal & Plant Health Agency (APHA)
 - iii) THAT as the keeper of the animals he will record all relevant movements of animals onto and off the Land in his appropriate register and as necessary report those movements to the British Cattle Movement Service with accompanying documents to be given or returned as required

- iv) THAT as the keeper of the animals he will comply with all necessary bovine TB pre-movement and post-movement testing requirements
 - v) THAT should the Licensee cease to be the keeper of the animals the Licensee has brought onto the Land the Licensee will provide all such documentation and other assistance as the Licensor may require to comply with such regulations
- g) As to the Schemes
- i) TO comply with all the requirements of agreements under the Schemes that affect the Land and in particular those that are recorded in the Second Schedule to this Agreement
 - ii) NOT to claim any payment under the Schemes on the basis of the Land
 - iii) NOT to breach any Cross Compliance requirements on the Land in relation to the Schemes
 - iv) TO maintain and retain records for any food or feed products which are produced from or used on the Land with such records to meet the requirements of Statutory Management Requirement 4 (food and feed law) and to provide those records immediately upon request to the Licensor
 - v) TO indemnify the Licensor against any reductions or penalties applied to any payment claimed by the Licensor under the Basic Payment Scheme or under any Rural Development Regulation scheme or other of the Schemes arising from any action or omission by the Licensee including any breach of the Cross Compliance requirements in relation to any of the Schemes including the Statutory Management Requirements and Good Agricultural and Environmental Condition requirements
- h) TO comply with any limitations on stocking density grazing mowing or related management imposed by the inclusion of the Land or any part of it within any agreement under any of the Schemes or a Site of Special Scientific Interest management agreement or any agreement under a similar official scheme
- i) As to any part of the Land in a Nitrate Vulnerable Zone
- i) NOT to include the Land as part of the Licensee's holding in records kept for compliance with the Nitrate Pollution Prevention Regulations 2015 (as amended)
 - ii) TO provide to the Licensor full details in writing of the numbers and type of stock kept on the Land and the duration of time they are present on the Land within fourteen days of being requested to do so by the Licensor or the Licensor's duly authorised agent or if no such request is made to provide those details within fourteen days of the end date of this agreement
- j) And generally in regard to this Licence the Licensee shall:

- i) TAKE out and maintain appropriate public liability insurance for the Licensee's business and any damage arising from the animals the Licensee may bring onto the Land
 - ii) NOT cause a nuisance to the Licensor or any other person
 - iii) NOT obstruct any public or private right of way on the Land or any access by any other party to any other Land belonging to the Licensor
 - iv) NOT to damage any items of fixed equipment on the Land belonging to the Licensor to include gate posts, gates, back fencing, hedges, ditches, culverts, bridges, deadstock, fruit or other trees and will not damage the surface of the Land
 - v) NOTIFY the Licensor on becoming aware of any trespass on the Land
 - vi) INDEMNIFY the Licensor in respect of any damage on the Land and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the Licensee or arising from the Licensee's animals
3. **THE LICENSOR** agrees to accept and assist the establishment of any Temporary Land Association or temporary CPH made by the Licensee under clause 2(f)(ii) of this agreement
4. **BOTH PARTIES** agree
- a) THAT this Licence does not create any right of exclusive occupation of the Land by the Licensee nor any interest in the Land
 - b) THAT the Licensee is responsible for the management of the grass and application of fertilisers manure lime pesticides herbicides and any other chemical treatment on the Land
 - c) THAT the Licensor is responsible for the maintenance and repair of gates gate posts walls permanent fences hedges ditches and other boundaries on the Land
 - d) THAT for the avoidance of any doubt the Licensor has at all times the Land at his disposal for the purposes of the Basic Payment Scheme and has management control of the Land for the purposes of any agreement under the Rural Development Regulation or the Environment Act 1995 or the Agriculture Act 2020
 - e) THAT where water is available on the Land and access for drinking is permitted for the Licensee's animals
 - i) The Licensor will maintain the supply of water
 - ii) The Licensee will reimburse the Licensor for the cost of the water used by his animals within thirty days of the presentation of a water usage statement from the Licensor *and the Licensee shall keep a record of all stock being kept on the Land for the purposes of a fair and reasonable apportionment of water consumption*
Or (delete as appropriate)
by reference to the water meter readings taken at the beginning and the end of the Licence Period as recorded under the Third Schedule

- iii) The Licensee will not waste water and will promptly report any leak of water to the Licenser or his agent
- f) THAT the Licenser gives no warranty as to the status of the Land under any regulations applying to any notifiable disease
- g) THAT the Licenser accepts no liability for any accident straying death illness or damage caused by or arising from or to the Licensee's animals
- h) THAT the Licenser is entitled to determine this Agreement on fourteen days written notice upon the death of the Licensee or upon any breach by the Licensee of any of his obligations under this Agreement whereupon the Licenser shall refund the Licensee a proportionate part of the Licence fee paid for the period from that early termination date to the expiry date having deducted any costs arising from such breach
- i) THAT where any restrictions on livestock movements officially imposed for disease control purposes or otherwise the Licensee is prevented from removing his animals on the termination of this Agreement so that the Land is not vacated in accordance with its terms the terms of this Agreement will still regulate the access to the Land by the Licensee and his animals and the Licensee will be responsible for indemnifying and making a payment to the Licenser forthwith for any loss occurring (including for loss of associated gross Licence fee income and poaching of the pasture) and will at the end of those restrictions remove his animals from the Land as soon as practically possible
- j) WHERE for any reason compensation is made available at any time to either party for any loss concerning animals or the use or prohibition of use of the Land during the period in which the Licensee has access to the Land under this Agreement:
 - i) any compensation paid in respect of the loss of the Licensee's animals shall be due to the Licensee
 - ii) any compensation paid in respect of the Land or its use shall be due to the Licenser save where it relates to the grazing use of the Land during the Licence Period

and where either party receives such a payment due hereby to the other that money shall be paid to that party forthwith and the parties agree to fully cooperate as expeditiously as is required to complete lodge and substantiate any relevant claims and to provide each other with copies of any notices or relevant correspondence

- k) THAT where any dispute arises under this Agreement either party may in writing ask the President of the Central Association of Agricultural Valuers to appoint an independent expert to determine the dispute in which his decision shall be final and binding save where a dispute is referable to arbitration under statute and where the arbitrator is to be appointed by that President at the request of either party and the fees and expenses of that appointed expert or arbitrator are to be paid as he shall direct in his decision
- l) THAT any reference to:

- i) any directive regulation statute or statutory instrument in this agreement includes a reference to that provision as amended or replaced from time to time and to any subordinate legislation or bylaw made under it
- iii) any natural person includes any legal person and vice versa
- iv) legislation of the European Union is to that legislation as it has been retained to apply in England subject to such amendments as have been made to it
- v) the any gender are to every gender
- vi) the singular includes the plural and vice versa
- m) THAT any duplicate keys made available by the Licensor on loan to the Licensee for access to the Land shall be promptly returned to the Licensor at the end of this Agreement
- n) THAT the Special Conditions contained in the Fourth Schedule form an integral part of this Agreement

FIRST SCHEDULE

<u>Field Number</u>	<u>Area (ha)</u>	<u>Description</u>
NY5615 5737	1.56	
NY5615 6232	0.75	
NY5615 7842	1.14	
NY5615 8037	1.00	
NY5715 0240	1.51	
NY5715 2837	3.55	
NY5615 9335	2.54	
NY5715 0724	2.24	
NY5615 9322	2.64	
NY5615 8021	0.66	
NY5715 1011	1.22	
NY5615 8710	3.70	
NY5615 7311	1.24	
NY5614 8198	0.83	
TOTAL	24.58	

SECOND SCHEDULE

Clause 2(g)(i)

To record the requirements of any agreement under a scheme under the European Union's Rural Development Regulation, the Environment Act 1995 or the Agriculture Act 2020 affecting the Land

THIRD SCHEDULE - WATER METER READINGS

Clause 4(e)(ii)

Date and Amount of Water Meter Reading	Date and Amount of Water Meter Reading
Autumn Reading	Autumn Reading
Date	Date
Spring Reading	Spring Reading
Date	Date
Difference	

FOURTH SCHEDULE – SPECIAL CONDITIONS

(if any)

	Land Owner	Grazier
Pay for water	X	
Fertilise the Land		X
Other	X	

Signed by or on behalf of
(the Licensor)

J.W. Kid

Capacity

AGENT

IN the presence of

ABTIC (witness)

Address

H&H Land & Estates Ltd
Borderway
Roschill
Carlisle
CA1 2RS

Signed by or on behalf of
(the Licensee)

A Sayer

Capacity

Partner

IN the presence of

N.W. Harrison (witness)

Address

Westerham, Shap, Main St
penrith CA10 3NL



Land & Estates

**Borderway
Rosehill
Carlisle
CA1 2RS
01228 406260
hhlandstates.co.uk**

Date: March 2024
Our Ref: HB480
Plan No: 001
Scale @ A4: 1:5,000



