

# Grazing Agreement and Licence

between

**Cottingham Parish Council (“the Licensor”)**

and

**(“the Grazier”)**

Made the day \_\_\_\_\_ of 2019, whereby the Licensor hereby allows the Grazier the right of access only for the grazing of grass by cattle, and for no other purpose, to the land known as The Dale (“the Dale”), Cottingham for the period from the first of April 2019 (01/04/2019) to the thirty-first of October 2021 (31/10/2021) subject to section 2.4.5 of this Agreement in consideration of the payment of an annual licence fee of £350 per annum (“the Fee”). The Fee will be invoiced annually and is payable within 30 calendar days of the date of the invoice from Cottingham Parish Council.

## **1. The Licensor agrees to be responsible for:**

- 1.1. Keeping the Dale maintained in good and husband like manner.
- 1.2. Keeping all gates, fences and ditches in good order other than damage caused by the Grazier his servants or stock.
- 1.3. Carrying out such activity as is required to keep the Dale in good agricultural and environmental condition (“GAEC”) and to ensure compliance with the Statutory Management Requirements (“SMRs”) as defined and required under Cross Compliance Regulations (“CCR”) with regards to the land only, and such European and Domestic Legislation as may be introduced pursuant to the CCR or any statutory modification or re-enactment thereof for the time being in force.
- 1.4. Notwithstanding the above mentioned terms the licensor has no obligation to the Grazier to put the land in any better condition than that at the commencement of this agreement.

## **2. The Grazier agrees:**

- 2.1. To pay the Fee in accord with the terms stated in this agreement together with such VAT as may be due in respect of the Fee
- 2.2. Not to assign the benefit of this Licence to any other natural or legal person
- 2.3. As to the use of the access to the Dale granted by the this agreement between the Licensor to the Grazier:
  - 2.3.1. that the Grazier is and will remain the keeper of the livestock grazing on the Dale with daily responsibility for the livestock and the Licensor has no such obligations to the Grazier's livestock
  - 2.3.2. to carry out no activities on the Dale other than grazing and those required of the Grazier pertaining to the Grazier being the keeper of the animals he has brought onto the Dale
  - 2.3.3. not to plough or re-seed any part of the Dale
  - 2.3.4. not to erect or alter any building nor make any other alteration to the Dale other than with the express agreement and written consent, or at the written request, of the Licensor
  - 2.3.5. that in all respects he will comply with the requirements of the Health and Safety at Work Act 1974 (as amended), and the The Management of Health and Safety at Work Regulations 1999
- 2.4. As to the livestock allowed to be brought onto the Dale
  - 2.4.1. To keep a maximum of 10 cattle at any one time and no other stock on the Dale having regard to the type, quality, productivity and drainage of the soil and the optimal and sustainable grazing capacity of pasture and the Cross Compliance rules of the Common Agricultural Policy and in all cases so as to prevent any erosion or damage to the sward.
  - 2.4.2. Not to bring onto the Dale any cattle with horns
  - 2.4.3. Not to bring onto the Dale any cows with calves
  - 2.4.4. Not to bring onto the Dale any bulls.
  - 2.4.5. Not to have any cattle on the Dale between the first of August (01/08/19) and the thirty-first of August (31/08/2019 other than with the express and written permission of the Licensor.
  - 2.4.6. Not to bring onto the Dale any stock other than his own

- 2.4.7. Not to introduce any dangerous unfit or diseased stock onto the Dale or any disease affecting the Dale
- 2.4.8. To adhere to the requirements under Cross Compliance of Statutory Management Requirement 9 (Prevention and control of transmissible spongiform encephalopathies)
- 2.4.9. To promptly remove any infected or troublesome animals from the Dale
- 2.4.10. To use all reasonable efforts to prevent the stock from straying from the Dale and to notify the Licensor of any damage or defect to boundaries or enclosures by which stock can stray from the Dale
- 2.4.11. That as the keeper of the animals he will comply with all necessary bovine TB pre-movement testing requirements
- 2.5. As to payment schemes under the Common Agricultural Policy
  - 2.5.1. Not to claim the Basic Payment Scheme or any Rural Development Regulation Scheme on the basis of the Dale
  - 2.5.2. Not to breach any Cross Compliance requirements on the Dale in relation to the Basic Payment Scheme or any Rural Development Scheme
- 2.6. As to any part of the Dale in a Nitrate Vulnerable Zone
  - 2.6.1. Not to include the Dale as part of the Grazier's holding in records kept for compliance with the Nitrate Pollution Prevention Regulations 2008 (as amended)
  - 2.6.2. To provide to the Licensor in writing the numbers and type of stock kept on the Dale and the duration of time they are present on the Dale within fourteen days of being requested to do so by the Licensor
- 2.7. And generally in regard to this Licence the Grazier shall:
  - 2.7.1. Take out and maintain appropriate public liability insurance for his business and any damage arising from the animals he may bring onto the Dale
  - 2.7.2. Not obstruct any public or private right of way on the Dale
  - 2.7.3. Indemnify the Licensor in respect of any damage on the Dale and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the Grazier or arising from his animals

**3. Both parties agree:**

- 3.1. That this Licence does not create any right of exclusive occupation of the Dale by the Grazier nor any interest in Dale.
- 3.2. That for the avoidance of any doubt the Licensor has at all times the Dale at his disposal for the purposes of the Basic Payment Scheme and has management control of the Dale for the purposes of any Rural Development Programme scheme agreement.
- 3.3. That the Licensor gives no warranty as to the status of the Dale under any regulations applying to any notifiable disease.
- 3.4. A water supply is provided to the Dale at the Licensor's expense and permission to access this supply is granted to the Grazier for the purpose of drinking by the Grazier's animals whilst they are grazing the Dale and only for this purpose
- 3.5. The Grazier will not waste water and will promptly report any leak of water to the Licensor
- 3.6. That the Licensor accepts no liability for any accident, straying, death, illness or damage caused by or arising from or to the Grazier's animals
- 3.7. That the Licensor is entitled to determine this Agreement on fourteen days written notice upon the death of the Grazier or upon any breach by the Grazier of any of his obligations under this Agreement whereupon the Licensor shall refund the Grazier 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
- 3.8. That where any restrictions on livestock movements are officially imposed for disease control purposes or otherwise and the Grazier is prevented from removing his animals on the termination of this Agreement meaning that the Dale is not vacated in accordance with its terms, the terms of this Agreement will still regulate the access to the Dale by the Grazier and his animals and the Grazier will be responsible for indemnifying and making a payment to the Licensor forthwith for any loss occurring (including for loss of associated gross Licence fee income) and will at the end of those restrictions remove his animals from the Dale as soon as practically possible
- 3.9. 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 Dale during the period in which the Grazier has access to the Dale under this Agreement:

3.9.1. any compensation paid in respect of the loss of the Grazier's animals shall be due to the Grazier

3.9.2. any compensation paid in respect of the Dale or its use shall be due to the Licensor save where it relates to the grazing use of the Dale 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

3.10. That where any dispute arises under this Agreement the Chair of Cottingham Parish Council is the final arbiter.

3.11. That any reference to:

3.11.1. 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

3.11.2. any natural person includes any legal person and vice versa

3.11.3. the masculine gender is also to the female gender and vice versa

3.11.4. the singular includes the plural and vice versa

#### 4. Signatures to the Grazing Agreement and Licence

**For the Licensor, to be signed by the Clerk to Cottingham Parish Council on behalf of Cottingham Parish Council;**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Grazier:**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_