

Dated

24th May

2022

LICENCE
(Growing – Licensor to Claim)

LICENSOR:

**Lucy Louisa Rea and Judith Mary Haines
Executors for Richard John Clark and Margaret
Mary Clark deceased**

LICENSEE:

J H Hope

LAND:

**Land at White House Farm, Upper Hardwick
Pembridge, Leominster, Herefordshire, HR6 9HE**

Prepared by



Lion Court, Broad Street
Leominster, Herefordshire, HR6 8LE

Tel: 01568 610007

PARTICULARS

Date	
Licensor	Lucy Louisa Rea and Judith Mary Haines as Executors for the Late Richard John Clark and Margaret Mary Clark deceased the owners of White House Far, Upper Hardwick, Pembridge, Leominster, Herefordshire, HR6 9HE
Licensee	J H Hope of J H & G M Hope, Lower Hardwick Farm, Pembridge, Leominster, Herefordshire, HR6 9HF
The Land	The land known as 4.74 Acres of land forming Part of White House Farm, Upper Hardwick described in Schedule 1 and edged red on the attached plan
Licence Fee	£284.40 based on £60 / Acre payable on 1 st June 2022
Licence Period	The period starting on 1 st October 2021 and expiring on 15 th September 2022
Rights	The right to grow and harvest one WINTER WHEAT crop on the Land only

THIS LICENCE is made on the Date set out in the Particulars

BETWEEN:

- (1) **The Licensor** named in the Particulars (the "**Licensor**")
- (2) **The Licensee** named in the Particulars (the "**Licensee**")

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Licence the words and phrases have the meanings set out in Schedule 3

2 THE RIGHTS

- 2.1 The Licensor grants the Licensee the Rights for the Licence Period in accordance with the terms of this Agreement

3 LICENCE

- 3.1 The Licensor permits the Licensee to enter onto the Land to the extent necessary to exercise the Rights and for no other purposes during the Licence Period on the terms set out in this Licence
- 3.2 For the avoidance of doubt all of the Land remains exclusively at the disposal of the Licensor throughout the Licence Period subject only to the Rights and the Licence hereby granted to the Licensee
- 3.3 This Agreement is not a contract or tenancy for the purposes of the Agricultural Tenancies Act 1995 nor the Landlord and Tenant Act 1954

4 LICENSEE'S AGREEMENTS

- 4.1 The Licensee agrees with the Licensor:
 - (a) To pay to the Licensor the Licence Fee on the dates contained in the Particulars
 - (b) To exercise the Rights in such manner as not to do or cause or permit to be done any act or thing on or near the Land which may be or become a nuisance or inconvenience or cause damage or annoyance to the Licensor
 - (c) To use the Land for the exercise of the Rights and for no other purpose whatsoever

- (d) To indemnify and keep the Licensor indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the exercise by the Licensee of the Rights
- (e) Not to do or cause to be done anything which interferes with the Licensor's ability to meet his Cross Compliance obligations and should the Licensee breach this agreement he agrees to indemnify the Licensor for all the Licensor's consequent losses and expenses
- (f) To comply with Legislation so far as it relates to the exercise of the Rights and the Licensee's use of the Land and to indemnify the Licensor for all consequent losses and expenses relating to any non compliance with Legislation
- (g) To comply with the provisions affecting the Rights set out in Schedule 2
- (h) Not to include the Land in any claim for the Basic Payment or other subsidy or grant scheme nor enter any management agreement in relation to the Land
- (i) On termination of this Agreement to remove from the land anything he brought onto it

5 TERMINATION

5.1 The Rights and this Licence shall terminate immediately on the happening of any of the following events:

- (a) An administration order is made against the Licensee or a receiver or manager is appointed in respect of the Licensee's affairs or the whole or any part of his property or undertaking or he is the subject of a bankruptcy petition or bankruptcy order
- (b) The Licensee dies or become incapable by reason of mental or physical illness of discharging his obligation hereunder
- (c) The Licensee enters into any arrangement or composition with his creditors
- (d) The Licensee commits any grave breach or persistent breaches of this Licence and the Licensor having given written notice to the Licensee of such breach or breaches the Licensee fails within such period as the Licensor may specify to rectify such breach or breaches (if capable of rectification)

6 BASIC PAYMENT SCHEME

- 6.1 The parties agree that the Licensor (and not the Licensee) shall be the only party entitled to include the Land within any application or claim for Basic Payment. The parties agree that only the Licensor has the Land at his disposal for the Licence Period

7 OTHER AGREEMENTS BETWEEN LICENSOR AND LICENSEE

- 7.1 This Licence confers only the non-exclusive right to occupy the Land on the Licensee and nothing in this Licence shall be taken as creating a tenancy or granting the Licensee exclusive possession
- 7.2 The Rights and this Licence are personal to the Licensee and shall not be capable of being assigned or otherwise dealt with
- 7.3 The Licensee enters into this Agreement wholly in reliance on his own investigations about the Land and not in reliance on anything said or done by the Licensor or his agent
- 7.4 This Agreement is the entire agreement
- 7.5 The Licensor retains the right to do whatever work on the Land he deems to be necessary by way of looking after the quality of the Land and maintaining features such as hedges walls fences gates and tracks and to meet his Cross Compliance obligations
- 7.6 As to any part of the Land in a Nitrate Vulnerable Zone

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)

AS WITNESS the hands of the parties the day and year first before written

Schedule 1

The Land

O S Number	Field Number	Description	Hectares	Acres
SO4057	2651	Winter Wheat	1.02	2.52
SO4057	3254	Winter Wheat	0.90	2.22
Total			1.92	4.74

Schedule 2

Provisions affecting the Rights

The Licensee shall:

- 1 Not bring on or allow to remain on the Land any diseases
- 2 Not destroy or damage any trees hedges walls fences gates or natural features on the Land
- 3 Not allow the soil structure of the Land to become damaged during wet weather conditions or otherwise
- 4 Not do or permit to be done anything on the Land which might prejudice the Licensor's insurance
- 5 Shall not use or bring onto the Land any genetically modified organisms
- 6 Shall leave the land at the end of the Licence Period in good condition
- 7 Not bring onto the land any sewage sludge poultry or pig manure or any other organic substance without the prior written consent of the Licensor
- 8 Keep in good and substantial repair all fences gates ditches drains and walls
- 9 Not plough under the canopy of any tree
- 10 Comply with and adhere to all Codes of Good Working Practices
- 11 Not undertake irrigation or any abstraction of water without the prior written consent of the Licensor
- 12 Not allow the Land to be used for anything other than agriculture and in particular not allow any metal detecting
- 13 Adhere to any restrictions of any Management Plan over the subject Land the details of which are listed in Schedule 4

Schedule 3

Definitions and Interpretations

"Cross Compliance" means the cross compliance and statutory management requirements under the Single Payment Scheme

"Legislation" means all European or UK Statutes or Statutory Instruments and any Orders Regulations Directories and Codes of Practice for the time being in force issued by any competent authority in respect of the Land and the use of it

"Licence Fee" means the licence fee set out in the Particulars payable as set out in the Particulars

"Licence Period" means the licence period set out in the Particulars

"Particulars" means the particulars page set out at the beginning of this Agreement

"Land" means the land (including all buildings and fixed equipment thereon) set out in the Particulars

"Rights" means the rights granted as set out in the Particulars subject to the provisions of Schedule 2

"Basic Payment Scheme" means the Basic Payment Scheme established under Council Regulation (EC) No. 1782/2003 and **"Basic Payment"** shall be construed accordingly

In this Licence unless the context otherwise requires:

- 1 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation
- 2 any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid
- 3 Any reference to a Statute includes the reference to that Statute as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Statute

Schedule 4

Management Plans

None

SIGNED by the Licensor

Lucy Louisa Rea

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llr

Lucy Louisa Rea

Judith Mary Haines

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JM

Judith Mary Haines

**Executors for the Late Richard John Clark
and Margaret Mary Clark deceased**

in the presence of:

EMMA LOUISE LINES

EMMA LOUISE LINES

LLOYDS COOPER LLP

Solicitors

28 SOUTH STREET

LEOMINSTER

HEREFORDSHIRE HR6 8JB

SIGNED by the Licensee

J H Hope

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J H Hope

For and on behalf of

J H & G M Hope

in the presence of:

Carole A. Perry
CAROLE A. PERRY
12 St Mary's Walk
Easton Island
HR6 9BB

