

Dated 24th May 2022

LICENCE
(Grazing – Licensor to Claim)

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

LICENSEE: Mr R A Duggan

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

Prepared by

johnamos
& CO LTD

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

Tel: 01568 610007

**CAAV MODEL GRAZING AND MOWING LICENCE FOR ENGLAND
(2021)**

A LICENCE allowed by 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 Farm, Upper Hardwick, Pembridge, Leominster, Herefordshire, HR6 9HE (hereinafter called the "Licensor") for Mr R A Duggan of Oak Grove, Hardwick, Pembridge, Leominster, Herefordshire, HR6 9HE (hereinafter called the "Licensee") to have access only for the purposes of grazing and for no other purpose to the Land known as Grazing Land at White House Farm, Upper Hardwick and extending to 2.18 hectares (5.39 acres) described in the First Schedule to this Agreement and for identification purposes only edged red (hereinafter called "the Land") and agreed this 1st day of January 2022

WHEREBY it is agreed as follows:-

1.
 - a) The Licensor gives the Licensee the personal right of access to the Land for grazing the Land and for no other purpose from the 1st day of January 2022 to the 28th day of June 2022 ("the Licence Period") in consideration of a Licence fee of £200.00 (Two Hundred pounds) payable on the signing hereof
 - b) The Licensee will pay interest on any Licence fee arrears or other money due under this Agreement at the prescribed rate (that is the Lloyds Bank plc Base Rate for the time being plus 4 per cent) from the date when any instalment of the payment should have been made until the date when that instalment of the payment is actually made.
2. **THE LICENSEE** agrees –
 - a) TO pay the Licence fee hereby reserved on the date(s) 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 07980 271529
 - ii) TO carry out no other activities on the Land than grazing the grass and those required of the Licensee being the keeper of the animals he has brought onto the Land
 - iii) NOT to apply any fertilisers or manure to the Land nor to apply any lime pesticides herbicides or other chemical treatment
 - iv) NOT to plough or re-seed any part of the Land

- v) NOT to erect or alter any building nor make any other alteration to the Land
- vi) TO comply in all respects 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 sheep and no other stock on the Land having regard to the type quality productivity and drainage of the soil and the pasture and the Cross Compliance rules applying in England under European Union's Regulation 1306/2013 as amended 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
 - ii) NOT to bring onto the Land any stock other than his own
 - iii) TO manage the animals on the Land in accordance with the Welfare of Farmed Animals (England) Regulations 2007 (as amended) 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 of such information as is required in respect of his access to the Land for the Licensee's 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 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 the Licensee will record all relevant movements of animals onto and off the Land in the Licensee's 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 the Licensee will comply with all necessary 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
- f) 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
- g) 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
- h) 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
- i) 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 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 Licensor is responsible for the 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
- 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 not waste water and will promptly report any leak of water to the Licensor or his agent
- f) THAT the Licensor gives no warranty as to the status of the Land under any regulations applying to any notifiable disease
- g) THAT the Licensor 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 Licensor 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 Licensor 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 are 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 Licensor 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 Licensor save where it relates to the grazing use of the Land during the Licence Periodand 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
 - ii. any 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
 - iii. any natural person includes any legal person and vice versa
 - iv. the any gender are to every gender
 - v. 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 Third Schedule form an integral part of this Agreement

FIRST SCHEDULE

Ordnance Survey Sheet Number	NG Parcel or Field Number	Area	
		Acres	Hectares
SO4057	2050	0.62	0.25
SO4057	2445	0.49	0.20
SO4057	3137	1.68	0.68
SO4057	3741	2.30	0.93
SO4057	3847	0.30	0.12
TOTAL		5.39	2.18

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

None

THIRD SCHEDULE – SPECIAL CONDITIONS

None

Rural Land Register (RLR) Map

Rural Payments
Agency

SBI - 108884439
Page 1 of 1

Legend

- Your RLR Parcel(s)
- SPS Permanent Ineligible Features
- Adjacent Parcel Boundary
- Unconfirmed Boundary

RLR Information

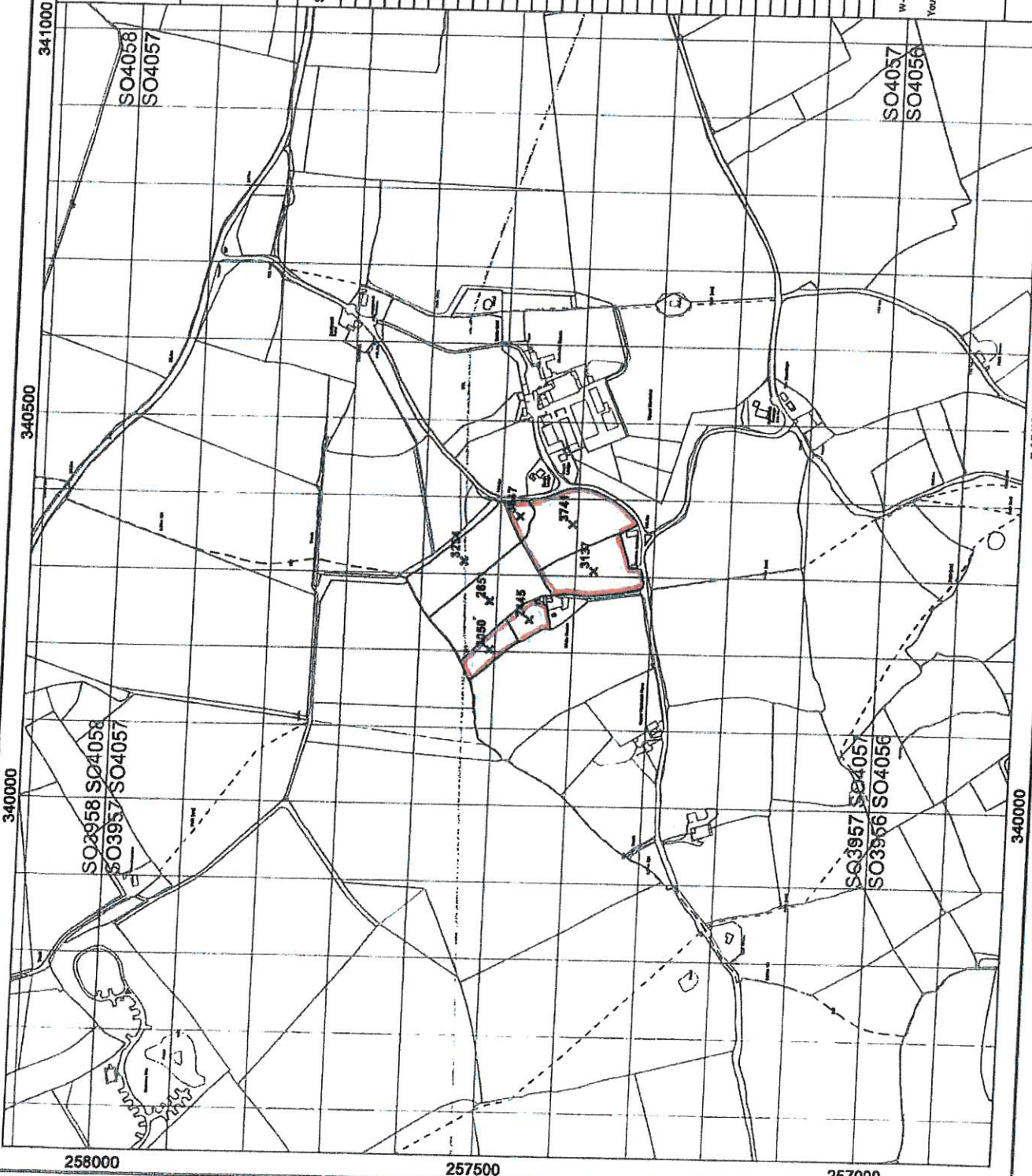
Sheet ID	Parcel ID	Total Area (ha)	SPS Recorded Eligible Area (ha)	English Region
SO4057	2851	1.02	1.02	N
SO4057	2090	0.25	0.25	N
SO4057	3741	0.93	0.93	N
SO4057	3137	0.86	0.86	N
SO4057	2445	0.20	0.20	N
SO4057	3284	0.90	0.90	N
SO4057	3847	0.12	0.12	N

Scale - 1:5000



You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.
© Crown copyright and database right 2013. All rights reserved.
Ordnance Survey Licence number 100029155
Licensed for RPA for PGA through Next Perspectives™

Date: 03/03/2015



Please return this sheet to us if you want to make any changes to the parcels shown on it.

Signed by or on behalf of
(the Licensor)

LLC
Lucy Louisa Rea

JH
Judith Mary Haines

Capacity

Executors for Richard John Clark and Margaret Mary
Clark deceased

IN the presence of

EL (witness)
EMMA LOUISE LINES

Address

LLOYDS COOPER LLP SOLICITORS
28 SOUTH STREET
LEOMINSTER HR6 8JB

Signed by or on behalf of
(the Licensee)

R.A. Duggan
Mr R A Duggan

Capacity

Grazier

IN the presence of

K. Preston (witness)

Address

Bedford Orchard
Dilwyn, Hereford, HR4 8JJ

