

DATED

May 1st

2015

Arthur Thomas Jones and Hilda Meiriona Jones

and

Mossman Farming

GRAZING AGREEMENT

relating to

Land at

**Eisteddfa
and
Nantymawr
Llangrannog
Llandysul**

George, Davies & Evans
Solicitors
Castle Chambers
Grosvenor Hill
Cardigan
Ceredigion
SA43 1HX

GRAZING AGREEMENT

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THIS AGREEMENT is dated this 1st day of May 2015

PARTIES

1. **Arthur Thomas Jones and Hilda Meiriona Jones** of Nantymawr, Llangrannog, Llandysul, Ceredigion SA44 6RP ("the Owner"); and
2. **Mossman Farming** of Nantybach, Llangrannog, Llandysul, SA44 6RP ("the Grazier")

AGREED TERMS

1. LICENCE

In consideration of the payment of EIGHTEEN THOUSAND SEVEN HUNDRED AND SEVENTY SIX POUNDS (£18,776.00) on the 1st of June 2015 and 1st of December 2015 the Owner grants to the Grazier the right of herbage for grazing by cattle on the land at Land at Eisteddfa and Nantymawr as referred to in the First Schedule ("the Land") for a period of ten months from the 1st February 2015 until the 30th of November 2015 until terminated in accordance with clause 5.

2. OWNER COVENANTS

The Owner hereby covenants (save for the matters which the Grazier agreed to do as below) to be responsible for and to control the Land in terms of management benefit and financial risk.

3. GRAZIER COVENANTS

3.1 The parties being the Grazier hereby jointly and severally covenant with the Owner;

3.1.1. not to permit any trespass on the Land;

3.1.2. to carry out no other activities on the Land than grazing or mowing the pasture and not to make other alteration to the Land and not to plough or re-seed any of the Land;

3.1.3. not to allow any animals other than the Grazier's own to graze the Land;

- 3.1.4. to apply fertiliser to the field provided that it is of a reasonably balanced compound;
- 3.1.5. not to allow diseased or quarantined stock or troublesome animals on the Land;
- 3.1.6. to keep appropriate number of stock on the Land having regard to the type and quality of the soil the productivity and the drainage and in all cases to prevent any poaching or damage to the sward;
- 3.1.7. to comply with any limitations on stocking, density mowing, fertilizing, spraying and management imposed by the inclusive of the Land within an ES, CSS, SSSI or other Agri-Environmental management agreement or similar official scheme;
- 3.1.8. to ensure that the Grazier, the Grazier's servants or agents and any person attending or for the time being in charge of the livestock present on the Land will comply with the Welfare of Livestock Regulations 1994 or any statutory notification modification or re-enactment thereof for the time being in force;
- 3.1.9. 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 fore;
- 3.1.10. to identify 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;
- 3.1.11 to allow the Owner and the Owner's servant and agents full access to the Land at all reasonable times to carry out the obligations set out in clause 2 of this Agreement and for the purposes of maintaining the

photovoltaic and related generating equipment and transmission apparatus at the land;

4. GENERAL PROVISIONS

- 4.1. It is hereby agreed that: the Owner shall be the farmer and so the claimant and owner of entitlements to payments from the BPS.
- 4.2. For the avoidance of doubt, the Grazier confirms that on reasonable prior notice the Owner may suspend the rights granted by this agreement in respect of all or part of the Land during any construction or installation works relating to the construction and installation of photovoltaic and related generating equipment and transmission apparatus at the Land by the Owner and its contracts.

5. TERMINATION

Either party may terminate the rights set out in this agreement.

- 5.1. With giving reasonable notice in writing to the other party (it being agreed that not less than one month's notice shall be treated as reasonable for this purpose); or
- 5.2. Immediately on written notice in the event of breach or any of the terms of this agreement by the other party.

THIS AGREEMENT has been executed and delivered as a deed on the date stated at the beginning of it.

SIGNED as a Deed by Arthur Thomas Jones)
and Hilda Melriona Jones)
in the presence of :-)

A. T. Jones

Witness Signature: C. M. Williams

Name (BLOCK CAPITALS) CHENDA MAY WILLIAMS

Address 11, DARREN LANE

UPPER TUMBLE, HANGALL

CARMARTHEN SHIRE, SAHL GDL

Occupation CARE HOME MANAGER

SIGNED as a deed by Nigel Christopher)
Mossman on behalf of Mossman Farming)
in the presence of :-)

N. C. Mossman

Witness Signature: P. L. Brown

Name (BLOCK CAPITALS) PETER LEONARD BROWN

Address MOTER VILLA

SARNAV, LEANDYSL

SAHL GDL

Occupation: Retired