



**GRAZING LICENCE**

**FOR LAND AT PUNNETTS TOWN**

THIS AGREEMENT IS MADE ON 11 APRIL 2019

BETWEEN:

(1) Heathfield and Waldron Parish Council (hereinafter called the **Licensor**) of 73 High Street, Heathfield, East Sussex, TN21 8HU

And

(2) Mr Jack Vockins (hereinafter called the **Licensee**) of Earls Lodge, Spring Hill, Punnetts Town, Heathfield, East Sussex, TN21 9PE

**Defined terms used in this Agreement:**

- (a) **Property:** Land at Punnetts Town comprising of three fields totalling approximately 11.35 acres adjoining Greenwoods Lane and Mill Lane, Punnetts Town and shown for identification purposes only outlined in red on the attached plan
- (b) **Licence Period:** The Licence Period means a period of 24 calendar months commencing on 11 April 2019 and ending on 10 April 2021 and terminated pursuant to Clauses 2 and 3.7 of this Personal Grazing Agreement subject to any prior determination
- (c) **Licence Fee:** £10 (Ten pounds) per annum payable by the Licensee to the Licensor pursuant to Clause 3.1 of this Agreement
- (d) **Permitted Use:** The personal right for the Licensee to graze the land
- (e) **Licensor's Address for Service:** 73 High Street, Heathfield, East Sussex, TN21 8HU

**1 INTERPRETATION**

1.1 The expression "the Licensor" shall apply to the authority that is for the time being entitled to the reversionary interest in the Property on determination of the Licence Period and shall include the Licensor's successors in title.

1.2 Where any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation (this means that if there is more than one Licensee, each Licensee will be liable for all sums due under this Agreement and not just liable for a proportionate part).

1.3 Words importing only the masculine gender include the feminine gender. Words importing the singular number include the plural number and vice versa.

1.4 Any obligation on the part of the Licensee not to do any act or thing shall include an obligation not to permit or allow the doing of such act or thing.

1.5 References to the Land includes references to any part or parts of the Land.

## **2 GRANT AND LICENSORS TERMINATION RIGHT**

2.1 The Licensor gives the Licensee the personal right of access to the Lane for grazing and for no other purpose for the Licence Period at the Licence Fee subject to the terms and conditions contained in this agreement.

2.2 If the Landlord (being the Licensor) gives notice requiring possession by virtue of any matter contained in the AST or if the AST is otherwise terminated then it is expressly agreed and declared that the Licensor is entitled to terminate this Agreement at the same time by equivalent notice in writing whereupon expiry the provisions of clause of this agreement shall apply.

## **3 LICENSEE AGREEMENT**

### **Licence Fee**

3.1 The Licence Fee shall be at the rate of £10 per annum payable to the Licensor on the signing hereto and thereafter on the 1 April each year in advance.

### **Outgoings**

3.2 To pay to the Licensor upon request, any costs for the usage of water and any other services relating to the Land during the Term solely relating to the activities of the Licensee. The Licence Fee excludes business or other rates for which the Licensee shall be liable if levied. The Licensee also covenants to pay all future or retrospective rates, taxes, charges, assessments, duties, impositions and outgoings of whatever nature which are or may in the future be assessed, charged or imposed on the Property as a result of their occupation and use of the Property.

### **Maintenance**

3.3.1 To keep all fences, hedges and gates in proper stock-proof condition so as to prevent livestock from straying or being injured and to indemnify the Licensor against all costs, claims or demands made by the owners or occupiers of any adjoining land or any other persons for damages or other money arising from the escape from the Land of all or any of the livestock placed upon the Land by the Licensee.

3.3.2 Not to remove or alter any fence, hedge or other boundary on the Land nor to destroy or damage any trees, hedges or fences on the Land and to ensure that no such damage is caused by the Licensee's livestock.

3.3.3 To keep all ditches and drains clean and free from obstructions.

3.3.4 To contact the Licensor to arrange all ongoing maintenance which the Licensor agrees to undertake during the Licence Period.

## **Use and Management of the Land**

3.4.1 Not to use the Land or any part thereof for the purposes of a trade or business and not to take payment in money, or money's worth in this respect.

3.4.2 Not at any time during the Licence Period to use the Land other than for the Permitted Purpose set out in the Particulars.

3.4.3 Not to do or suffer to be done on the Land anything which may be or become a nuisance or annoyance to the Licensor or the owners or occupiers of any adjoining property.

3.4.4 To limit any activity that may create excessive noise between the hours of 8am to 8pm Monday to Saturday with no such activity whatsoever on a Sunday. Any such activity is to be kept strictly away from the adjoining residences.

3.4.5 To indemnify the Licensor 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 Licensee and to carry appropriate insurance for liability to third parties.

3.4.6 To permit the Licensor to enter the Land or any part on giving to the Licensee reasonable notice (save in the event of any emergency).

3.4.7 To comply with any other restrictions which the Licensor may reasonably require.

3.4.8 Not to allow the Land to become poached by treading and, if the Licensor gives the Licensee written notice that any such damage is in the Licensor's opinion being caused, immediately to remove his livestock from the Land.

3.4.9 Not to bring cause or permit to be done or brought any object or matter or thing upon the Land by which any policy of insurance of the Licensor might be prejudiced.

3.4.10 To permit the Licensor access to the Land to carry out suitable pasture management during the period of the Agreement, including mowing to prevent the development of noxious weeds and deterioration of the sward due to over or under grazing, harrowing and rolling, dealing with moles and hedge cutting.

3.4.11 Not to waste water and to report any leak of water to the Licensor or his agent and to pay for all water consumed.

## **Field Shelters**

3.5 To obtain written consent from the Licensor before installing any field shelter or structure, all of which must be mobile and moved around the fields periodically, the location of such to be agreed with the Licensor.

## **Legislation**

3.6.1 At all times immediately upon receipt of any notice, order, direction or other matter whatever affecting or likely to affect the Land to produce for the Licensor's inspection and to permit the Licensor to take a copy

3.6.2 To comply immediately with and give sufficient effect to every notice, direction or other matter whatever affecting or likely to affect the Land served or made by any Authority.

3.6.3 Fully to comply with all Legal Obligations relating to the Land and to keep the Licensor effectively indemnified against all actions, proceedings, costs, expenses, claims and demands in respect of any matter contravening any Legal Obligation.

## **Termination of Term**

3.7.1 At the expiration or sooner determination of the Licence Period the Licensee will yield up the Land to the Licensor with vacant possession in a state of repair and condition which is consistent with the proper performance of the Licensee's agreements in this Agreement.

3.7.2 If any of the Licensee's goods or any of the goods belonging to the Licensee shall not have been removed from the Land at the expiration or sooner determination of the Term, the Licensor shall be entitled to remove and store such items for 14 days. If the items are not collected within the said storage period, the Licensor shall be entitled to dispose of them in such manner as is reasonable in the circumstances and the Licensee will be liable for all reasonable removal and/or storage and/or disposal charges incurred by the Licensor. The reasonable costs incurred by the Licensor in removing storing and disposing of the items may be deducted from any sale proceeds and if there are any costs remaining after such deduction, they will be recoverable from the Licensee as a debt.

## **Possession**

3.8 The Licensee expressly understands that he shall not in any way have exclusive use of the Licensed property and that is arrangement does not in any way constitute or intend to create a tenancy or landlord/tenant relationship. The Licensor will undertake to cut the roadside hedges, from the roadside, for the duration of the Licence Period.

## **4 LICENSOR'S AGREEMENTS**

4.1.1 The Licensor agrees with the Licensee that if the Licensee observes and performs the Licensee's agreements and obligations in this Agreement the Licensee may peaceably hold and enjoy the Land during the Licence Period without any lawful interruption or disturbance from or by the Licensor or any person claiming through, under or in trust for the Licensor.

## **5 MUTUAL AGREEMENTS**

### **Forfeiture**

Without prejudice to any other rights of the Licensor if:

5.1.1 the whole or part of the Licence Fee remains unpaid 21 days after becoming due (whether demanded or not); or

5.1.2 any part of the Licensee's agreements in this Agreement are not performed or observed; or

5.1.3 is the subject of any judgement or order made against him which is not complied with within 7 days or the Licensee becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his or her creditors, or has any distress or execution levied on his or her goods.

5.1.4 Any event occurs or proceedings are taken with respect to the Licensee in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in clause 5.1.3, then and in any of such cases the Licensor may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Land whereupon the License granted by this Agreement will absolutely determine but without prejudice to any right of action of the Licensor in respect of any previous breach by the Licensee of the Agreement.

### **Notices**

5.2.1 Any notice or other document to be served on either of the parties under the terms of or in connection with this Agreement shall be sufficiently served if it is left or delivered at, or sent by special delivery or by recorded delivery addressed to:

- a) the address of the party to be served as specified in defined terms part € of this agreement; or
- b) such other address as may from time to time be notified in writing to the other party, which can include an electronic mail address; or
- c) (in the case of any notice which is to e served on the Licensee) the Property

5.2.2 Any notice or document of any kind referred to in this clause if sent by special delivery o by recorded delivery, addressed as required above, shall be deemed to have been sufficiently served 48 hours after the time of posting (unless returned by the Post Office undelivered).

### **General Provisions**

5.3.1 If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected. The illegal or unenforceable

term, or part thereof, shall be deemed to be replaced by a legal and enforceable term as close as reasonably possible in meaning and intent to the meaning and intent behind the illegal or unenforceable term or part thereof as the case may be.

5.3.2 This Agreement may be executed in as many counterparts as there are individuals comprising the parties to it and once all such persons have signed one identical copy of this Agreement it shall be as valid and enforceable as if all parties had signed one copy of this Agreement.

5.3.3 The Agreement shall be governed by and enforceable under the laws of England and the parties submit to the jurisdiction of the English courts in relation to any dispute concerning this Agreement.

5.3.4 The Licensor shall have the unrestricted right to assign or novate this Agreement to any person agreeing with the Licensor to undertake the Licensee's agreements and obligations under it and to be the Licensor for the purposes of this Agreement.

5.3.5 This Agreement may be amended or altered by written agreement executed by the Licensor and the Licensee.

**THE PREMISES**

LAND COMPRISING 3 FIELDS ADJOINING GREENWOODS LANE AND MILL LANE, PUNNETTS TOWN TOTALLING APPROXIMATELY 11.35 ACRES

**IN WITNESS** whereof the parties hereto have hereunto set their hands the day and the year first hereinbefore written.

Signed by the **Licensors**

Signed .....  
Chairman, Heathfield and Waldron Parish Council

**In the presence of**

.....  
Clerk to Heathfield and Waldron Parish Council

Name .....

Address .....

Date of Signature .....

Signed by the **Licensee**

Signed .....

**In the presence of**

Signed.....

Name .....

Address .....

Date of Signature .....