

DATED

SHORT TERM GRAZING LICENCE

relating to land at

NORTH GOONHILLY

part of

THE LIZARD NATIONAL NATURE RESERVE

between

NATURAL ENGLAND

and

XXX

EXAMPLE

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PARTICULARS

| | |
|---|---|
| Date of Agreement: | |
| Licensor: | Natural England whose local offices are at Lizard National Nature Reserve, Higher Bochym Rural Workshops, Cury Cross Lanes, Helston, Cornwall, TR12 7AZ |
| Natural England contact number: | Steve Townsend - 01326 240808 / 07973 542257 Naomi Stratton - 07901 116 265 Sarah Machin - 07747 207211 |
| Full name of Licensee | xx |
| Address of Licensee: | xx |
| Licensee contact number: | xx |
| Description of the Land: | The parcels which are located at Bochym Enclosure as shown edged red on the map at part 1 Schedule 1 and described in part 2 Schedule 1 |
| Holding number (C/P/H): | Natural England: 07/171/0044 Licensee: xx |
| SBI no.: | Natural England: 107651971 Licensee: xx |
| SSSI and other designations of the Land (if any) | Goonhilly Downs SSSI, The Lizard National Nature Reserve, components of the Lizard SAC |
| Total area: | Hectares: 85.95ha total (84.62ha grazable) Acres: 212.30 (209.01 grazable) |
| Permitted activity: | As detailed in the Management Requirements in Schedule 2 of this Agreement |
| Fee: | £xx (excluding VAT) payable as stated in the next panel |
| Payment date for Fee: | 1 st April each year |
| Period of the Agreement: | Start date: 1 January 2020 End date: 31 December 2022 |
| Special conditions (if any): | None |

AGREEMENT

This Agreement is made on the date set out in the Particulars between Natural England and the Licensee, whose details are set out in the Particulars. It allows the Licensee to have access to the Land as described in the Particulars, but requires the Licensee to occupy and manage the Land only in accordance with the terms and conditions of this Agreement.

1. RIGHTS GRANTED

The Rights granted to the Licensee by this Agreement are:

- 1.1 Permission to occupy the Land only for the purposes of the Permitted Activity described in the Particulars.
- 1.2 Permission to occupy the Land for those purposes only from the Start date until the End date of the Period of the Agreement stated in the Particulars.
- 1.3 Permission to use any roads or tracks shown coloured brown on the attached Map/s (or any other means of Access that Natural England may from time to time Specify) in connection with the occupation of the Land.

2. OBLIGATIONS

- 2.1 This Agreement is made on the terms and subject to the conditions set out in the Agreement as amended by the Special Conditions.
- 2.2 The Licensee must also manage the Land in accordance with the Management Requirements contained in the Schedule of Management Requirements.
- 2.3 If there is ever any inconsistency between the Special Conditions in this Agreement and the terms of this Agreement, the Special Conditions shall prevail.
- 2.4 If in the Schedule of Management Requirements there is ever any inconsistency between the Site Specific Management Requirements and the General Management Requirements, the Site Specific Management Requirements shall prevail.

3. WORKS

- 3.1 Natural England must contribute towards the costs of Works if, and only if:
 - 3.1.1 it has agreed to the Licensee carrying out the Works before they are started
 - 3.1.2 it has agreed with the Licensee, in writing, both the cost of the Works and Natural England's contribution towards that cost before the Works are started
 - 3.1.3 the Licensee completes any record of management and/or payment request form Natural England requires
 - 3.1.4 the Works are completed to Natural England's reasonable satisfaction and within any timescale specified by Natural England before the Works were started and
 - 3.1.5 the Licensee gives Natural England copies of all relevant invoices it requires.
- 3.2 Natural England may choose to pay any such contribution to any contractor or sub-contractor who carries out the Works, but otherwise it will be paid to the Licensee. Payment will be made within 30 days after all the conditions in clause 3.1 have been fulfilled.
- 3.3 The Licensee must not obtain, or seek to obtain, any contribution towards the cost of any Works that duplicates Natural England's agreed contribution. This does not apply to private funding from a bank or other similar funding in the ordinary course of the Licensee's business, only to public funding.

4. YOUR RIGHTS

Limitations on the Rights

- 4.1 The Rights and the Agreement are personal to you and they cannot be assigned to anyone else or otherwise dealt with. This means, among other things, that you cannot graze any livestock on the

Land except your own livestock or livestock leased from Natural England or livestock for which you are the registered keeper.

- 4.2 The Rights give you the right to enter the Land at all times during the hours of daylight and at such other times as are reasonably necessary to enable you to properly manage your livestock and/or properly carry out the Permitted Activity, but at no other times.
- 4.3 Full occupation and possession of the Land remains with Natural England but this is subject to the Rights and the permissions that Natural England has granted to you by the Agreement.
- 4.4 The Rights are granted subject to all legal rights and privileges affecting the Land and in existence from time to time during the period of the Agreement.
- 4.5 In exercising the Rights, you must have particular regard to:-
 - 4.5.1 any public rights of way that cross the Land
 - 4.5.2 any rights granted by Natural England from time to time to members of the public to have access to the Land for any purpose and
 - 4.5.3 the users of such public rights of way and/or rights of access and their health and safety.

Fitness of the Land

- 4.6 Natural England gives you no warranty:
 - 4.6.1 that the Land is, or will become or remain, fit for the Permitted Activity nor
 - 4.6.2 that the supply of water on or to the Land is, or will become or remain, fit for the Permitted Activity whether as to the quantity and/or quality of the supply nor whether the supply is, or will become or remain, free and uninterrupted nor
 - 4.6.3 that any buildings, Fixtures, fittings, equipment or chattels on or about the Land at the start of the period of the Agreement are in, or will be put into, repair.
- 4.7 You take the Land, and any buildings, Fixtures, fittings, equipment and chattels mentioned in the paragraph 4.6.3 in their physical state as at the start of the period of the Agreement, relying entirely on your own surveys, inspections and independent advice.

Occupation of the Land by Natural England

- 4.8 You must let Natural England's staff, and anyone else Natural England authorises, have access to the Land at any time, with or without vehicles, machinery and equipment, for any purpose, including any of the following (as examples):
 - 4.8.1 doing whatever Natural England considers necessary or desirable to ensure that the Land is maintained in Good Agricultural and Environmental Condition;
 - 4.8.2 fencing off plots or parts of the Land for experimental purposes;
 - 4.8.3 carrying out any engineering works or works relating to the management, restoration or creation of habitat(s) on the Land;
 - 4.8.4 inspecting the Land and carrying out scientific observation, research or experiment on it without interruption;
 - 4.8.5 erecting on the Land any hides, fences or markers as Natural England may consider necessary, and maintaining and removing them;
 - 4.8.6 taking from the Land, free of charge, anything required by Natural England in the exercise of its statutory powers;
 - 4.8.7 undertaking drainage works and any other works necessary for the improvement of any adjacent land;

- 4.8.8 checking that you are complying with your obligations under the Agreement, remedying any breach of your obligations or carrying out Natural England's own obligations to you under the Agreement.
- 4.9 Natural England will not compensate you in any way if it has entered the Land for any of the purposes set out or referred to in paragraph 4.8.

Existing arrangements with Natural England

- 4.10 If you have, or have had, an earlier agreement with Natural England relating to the Land, this Agreement replaces it.

5. YOUR OBLIGATIONS

You must:

Payments

- 5.1 Pay Natural England the Fee, without any demand having to be made, on each of the Payment Dates during the period of the Agreement. The Fee is to be apportioned on a day-to-day basis when necessary.
- 5.2 Pay interest at the Interest Rate on any money due under the Agreement paid more than 21 days after the payment should have been made. The interest is payable for the period from the date on which the payment should have been made up to the date on which it is actually made.
- 5.3 Pay within 28 days of demand all costs and expenses properly incurred by Natural England of, or reasonably incidental to, remedying any breach of your obligations under the Agreement.
- 5.4 Pay all rates, taxes and other outgoings payable as a result of the exercise of the Rights (including the cost of all water supplied to the Land and a due proportion of any rates, taxes and outgoings payable in respect of both the Land and other land).

Indemnity

- 5.5 Keep Natural England fully and effectively indemnified from and against all rates, taxes and other outgoings payable as a result of the exercise of the Rights.
- 5.6 Keep Natural England and anyone else who has an interest in the Land fully and effectively indemnified from and against all losses, actions, proceedings, costs (including legal costs), expenses, claims and demands:-
- 5.6.1 by third parties in respect of any damage or liability caused by, or arising from, the exercise of the Rights by you; and/or
 - 5.6.2 in respect of any breach of your obligations under the Agreement; and/or
 - 5.6.3 in respect of any damage you cause to the Land or other land, whether or not caused by a breach of your obligations under the Agreement.

Insurance

- 5.7 Be fully insured with a reputable insurer against all insurable liabilities under or in relation to the Agreement and:
- 5.7.1 ensure that Natural England's interest is noted on all relevant insurance policies;
 - 5.7.2 ensure that there is adequate cover against destruction of, or damage to, any and all property of Natural England on the Land;
 - 5.7.3 ensure that there is adequate cover against liability to third parties or the public for loss and damage to person or property arising in relation to the exercise of the Rights on the Land;
 - 5.7.4 if required by Natural England to do so, make and diligently pursue any claim that may properly be made under any such insurance policy or policies and apply the proceeds of any

such claim to making good the loss, destruction or damage which was the subject of the claim;
and

- 5.7.5 on request, give Natural England a copy of the insurance policy or policies together with the receipt for the latest premium(s). If requested by Natural England, you must make such adjustments to the cover as Natural England reasonably requires.

Natural England will not insure the Land, anything on it, or any activity on or associated with it, against any risk whatsoever. If you require any insurance of the Land, anything on it, or any activity on or associated with it, in addition to that you are required to provide and maintain as described above, you must arrange that insurance at your own cost.

Trespass

- 5.8 Do your best to prevent trespass on the Land by others.

Quitting the Land at the end of the Agreement

- 5.9 Immediately remove your livestock and all your other chattels from the Land at the end of the period of the Agreement and leave the Land in a tidy condition, free of rubbish.

Restrictions

- 5.10 Not exercise the Rights in such a way as to do or cause anything on or near the Land which may:
- 5.10.1 be or become a nuisance or inconvenience to Natural England and/or other persons; or
 - 5.10.2 cause damage or annoyance to Natural England and/or other persons; or
 - 5.10.3 infringe any legislation; or
 - 5.10.4 conflict with any Management Objectives or Management Requirements.
- 5.11 Not use the Land for any purpose whatsoever, other than the exercise of the Rights.
- 5.12 Not damage the Land, or any Access, by the use of machines, vehicles or equipment, but if you do you must make good the damage immediately and at your own cost.
- 5.13 Not damage or obstruct any public road, bridleway or footpath or any right of way lawfully enjoyed by Natural England or any other person.
- 5.14 Not put up, or make structural alterations to any building, fencing, shelter or other structure on the Land including (but not limited to) horse jumps of whatsoever nature.
- 5.15 Not remove any existing building or Fixture.

Livestock

- 5.16 As keeper of animals brought onto the Land for grazing, be solely responsible for all compliance with the law on animal identification, animal passports and movement recording and reporting for the animals, and for notifying the Animal and Plant Health Agency of such information as is required in respect of access to the Land; the keeper will comply with all regulations, updated from time to time on the Gov.uk website for livestock movements
- 5.17 comply with all necessary bovine TB pre-movement testing requirements, and
- 5.18 where the Land is within a Nitrate Vulnerable Zone, you must provide Natural England with 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 14 days of being requested to do so by Natural England, or if no such request is made, within 14 days of the end date of this agreement.

6. REVIEW OF THE MANAGEMENT OF THE LAND

You and Natural England must consult each other about the management of the Land whenever either party reasonably considers it necessary.

7. BASIC PAYMENT ENTITLEMENT (BPE)

- 7.1 For the avoidance of doubt:
- 7.1.1 the Agreement does not operate, and is not intended to operate, to transfer any BPE from Natural England to you or vice versa;
 - 7.1.2 notwithstanding any provision of the Agreement which may imply the contrary, the Land remains at the disposal of Natural England for the purpose of the Basic Payment Scheme established under the CAP reform Regulation or any scheme succeeding or replacing it and Natural England is, and will remain, solely entitled to all BPE and BP;
 - 7.1.3 although the terms and conditions of the Agreement may require you to carry out Works, any such requirement is subject to Natural England paying you an agreed payment in respect of those Works in accordance with the terms and conditions of the Agreement;
 - 7.1.4 Natural England remains responsible for the repair and maintenance of the Land (including any buildings, Fixtures, fittings, equipment or chattels on or about the Land, any Access on or serving the Land and any service conducting media in, on, over, under or serving the Land); and
 - 7.1.5 Natural England is responsible for ensuring that the Land is maintained in Good Agricultural and Environmental Condition and for meeting other requirements of Cross-compliance.
- 7.2 Notwithstanding the provisions of paragraph 7.1 you must not:
- 7.2.1 deliberately or negligently obstruct, interfere with, damage or destroy anything that is Natural England's responsibility as described in paragraph 7.1.4;
 - 7.2.2 do anything that would cause Natural England to be in breach of its responsibility as described in paragraph 7.1.5;
 - 7.2.3 do, or cause to be done, anything which interferes with the Cross-compliance obligations of Natural England established or provided pursuant to the Council Regulation, or
 - 7.2.4 do, or cause to be done, anything which interferes with Natural England's ability to maximise the eligible area of the Land which Natural England may apply to claim BP or to hold and enjoy BPE
 - 7.2.5 do or cause to be done anything on the Land which has the effect of prejudicing any payment to Natural England which is made by reference to any requirement of the Commission Regulation regarding practices beneficial for the climate and the environment
- and you must indemnify Natural England against any loss damage liability or penalty which it suffers as a result of your failure to comply with this paragraph 7.2.
- 7.3 You must not sell, transfer, charge, assign, sub-licence, or dispose of or part with the possession of any BPE, or any benefit of any BPE, in any way other than as required by the following provisions of this paragraph 7.
- 7.4 You must not:
- 7.4.1 take any steps to claim any BP or register or obtain any allocation of any BPE for or by reference to the Land during the period of the Agreement, or
 - 7.4.2 be instrumental in the loss of the whole or any part of any BPE by any means, including by not maintaining sufficient production on the Land, or not using it.
- 7.5 If, notwithstanding the other requirements of this paragraph 7, you transfer the whole or any part of any BPE to a third party not nominated by Natural England, or any BPE remains registered in your name, or for your benefit, (hereinafter referred to as "Lost Entitlements") then at the end of the period of the Agreement, however it ends, you must:-

- 7.5.1 pay Natural England, on demand and on a full indemnity basis, the full market value of the Lost Entitlements, together with such further sum (if any) as shall accurately represent the loss suffered by Natural England as a result of the Lost Entitlements not being available to Natural England, or such third party or parties as Natural England shall have nominated, to include, without limitation, all reasonable costs reasonably and properly incurred in the acquisition of BPE to replace the Lost Entitlements; and
- 7.5.2 indemnify and keep indemnified Natural England in respect of all actions, proceedings, costs, claims, demands and liabilities made or taken against Natural England by any person, or suffered or incurred by Natural England, arising out of, or incidental to, the loss of the Lost Entitlements.
- 7.6 If Natural England requires your consent to any type of transfer, lease or other disposition of, or dealing with, any BPE either during, or during a period of six (6) years following the end of, the period of the Agreement, you must give such consent without requiring any payment or consideration, on demand, and sign any necessary documentation required by Natural England to give effect to such transfer, lease, or other disposition or dealing.
- 7.7 Any BPE which, at any time during the period of the Agreement, is, or may become:
- 7.7.1 registered in your name or
- 7.7.2 allocated, attached, transferred or made available to you
- in respect of or by reference to land other than the Land (except as a result of your breach of the Agreement) shall belong to you absolutely at the end of the period of the Agreement.

8. TERMINATION OF THE AGREEMENT : IMPROVEMENTS AND FIXTURES

- 8.1 You will not be entitled to any compensation for improvements to the Land at the end of the period of the Agreement.
- 8.1.1 At the end of the period of the Agreement you must leave any and all Fixtures you have attached to the Land, unless not less than one month before the end of the period of the Agreement you have given Natural England notice in writing (“Notice”) offering to sell those Fixtures to Natural England, in which case Natural England has the right within 28 days of the Notice to give you notice in writing (“Natural England’s Notice”) stating whether it wishes to buy any of those Fixtures and, if so, which.
- 8.1.2 Within 28 days of Natural England’s Notice, you and Natural England must try to agree the open market value of those Fixtures Natural England wishes to buy. If you cannot agree, the open market value is to be determined under paragraph 11.
- 8.1.3 Before, but not after, the end of the period of the Agreement, you are entitled to remove from the Land any Fixtures not mentioned in Natural England’s Notice as being ones it wishes to buy. In doing so, you must cause as little damage as possible and make good any damage you do cause.

9. TERMINATION OF THE AGREEMENT DUE TO BREACH OF OBLIGATIONS

- 9.1 If you breach the obligations under the Agreement, the Agreement and the Rights will end immediately, unless the breach is capable of remedy.
- 9.2 If you are given written notice of a breach of the Agreement by you that is capable of remedy, and you then fail to remedy the breach within such reasonable period as Natural England specifies, the Agreement and the Rights will end immediately after the end of the period specified.
- 9.3 If the Agreement ends under paragraph 9.1 or 9.2, the Rights will no longer be exercisable over the Land but neither you nor Natural England will lose any legal rights one had against the other before the ending of the Agreement.
- 9.4 However the Agreement ends, its provisions shall continue in full force and effect so far as is necessary for the proper operation of the provisions of paragraph 7.

10. EARLY TERMINATION

- 10.1 Either party may end the Agreement and the Rights at any time, as to the whole of the Land only, by serving on the other not less than three month's written notice to that effect.
- 10.2 On the expiry of any notice given under paragraph **Error! Reference source not found.**, the Rights will no longer be exercisable over the Land, or the part or parts of the Land specified in the notice, and you will be entitled to an appropriate reduction in the Licence Fee.
- 10.3 The Agreement and the Rights will end immediately if during the period of the Agreement:
- 10.3.1 you go into liquidation (other than a members' voluntary liquidation for the purposes of reconstruction or amalgamation of a solvent company where the reconstructed or amalgamated company assumes the obligations of the liquidated company) or cease to exist for whatever reason; or
 - 10.3.2 an administration order is made against you; or
 - 10.3.3 an administrative receiver and/or manager is appointed in respect of your affairs or the whole or any part of your property or undertaking; or
 - 10.3.4 you enter into any arrangement or composition with your creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part I or Part VIII of the Insolvency Act 1986); or
 - 10.3.5 you die or become incapable by reason of mental or physical illness of discharging your obligations under the Agreement; or
 - 10.3.6 you are the subject of a bankruptcy petition or order; or
 - 10.3.7 your interest under the Agreement is taken in execution.
- 10.4 If the Agreement ends under this paragraph 10, neither you nor Natural England will lose any legal rights one had against the other before the ending of the Agreement.

11. RESOLUTION OF DISPUTES

- 11.1 Any disputes arising in connection with the Agreement will normally be resolved amicably at working level. In the event of failure to reach consensus between the parties then such failure shall be handled in the following manner:
- 11.1.1 The dispute shall in the first instance be referred to Natural England's Chief of Legal Services at Natural England, Area 5A Nobel House, 17 Smiths Square, London SW1P 3JR, for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days.
 - 11.1.2 If the dispute has not been resolved following a referral in accordance with 11.1.1, the parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within ten business days following the meeting referred to at clause 11.1.1 above, the mediator will be nominated by CEDR and
 - 11.1.3 in default of agreement, the matter will then be referred for conclusive determination by an arbitrator or, if you and Natural England agree, an independent expert.

12. HEALTH AND SAFETY

You and your staff must follow the guidance set out in the site Risk Assessment carried out by Natural England for the site and seek to reduce risks for any operations on the Land which you carry out, including (but not limited to) the items listed in Schedule 3. A copy of the relevant Risk Assessment for the Land will accompany this Agreement.

13. MEANING OF CERTAIN WORDS

In the Agreement, and in these Conditions, unless the particular context requires otherwise:

- 13.1 “Natural England” includes any body entitled at any future date to exercise all or any of Natural England’s rights under the Agreement.
- 13.2 “you” means the party named in the Agreement as the “Licensee”, and, where appropriate includes any previous Licensee of the Land and that party’s personal representatives. Words such as “your”, “yours”, etc should be read in this way. If there is more than one of you, your obligations under the Agreement apply to each of you individually as well as jointly.
- 13.3 “Access” means and includes all roads, tracks or other means of access including droves, bridges and culverts, which you are from time to time entitled to use under the Agreement as part of the Rights.
- 13.4 “Agreement” means the Licence Agreement you have entered into with Natural England incorporating these Conditions, including, where applicable, any Map/s, Management Requirements and anything else referred to in the Agreement as being attached to it.
- 13.5 “BP” means the basic payment or other support received or receivable from the Rural Payments Agency (or any successor organisation) by reference to the eligible hectares of the Land during the period of the Agreement.
- 13.6 “BPE” means the entitlements to payment under the Basic Payment Scheme or any other scheme established under the Council Regulation or any regulation repealing or replacing it or such other entitlement to financial support as may, during the period of the Agreement, be established for farmers under the European Union common agricultural policy or following any changes or substitutions to the Common Agricultural Policy.
- 13.7 “Code of Practice” means any code of good agricultural, farming, silvicultural, sporting and/or horticultural practice now, or at any time during the period of the Agreement, published by a competent authority and which sets out or recommends good agricultural, farming, silvicultural, sporting and/or horticultural practice for the Land and/or its use, particularly any code of practice relating to the protection of the environment.
- 13.8 “Council Regulation” means European Union Council Regulation (EC) No 73/2009 dated 19 January 2009 establishing common rules for direct support schemes under the common agricultural policy and establishing certain support schemes for farmers or (to similar effect) Council Regulation EU No. 1307/2013 or any regulation replacing or repealing either of them or establishing a new support scheme for farmers following any changes or substitutions to the Common Agricultural Policy.
- 13.9 “Cross-compliance” means the statutory management requirements established and provided in England from time to time pursuant to the provisions of the Council Regulation relating to or affecting the Land including (but not limited to) the requirements for maintaining the Land in Good Agricultural and Environmental Condition.
- 13.10 “Fixtures” means and includes any or all Fixtures, fittings, equipment, chattels and effects of whatsoever nature that are in, on, or about the Land at any time during the period of the Agreement.
- 13.11 “Good Agricultural and Environmental Condition” has the meaning ascribed to it by the Council Regulation, and by any rules made in implementation of the Council Regulation
- 13.12 “Interest Rate” means four per cent (4%) per year above the base rate from time to time of National Westminster Bank Plc, or such other comparable prime rate of interest as Natural England may reasonably stipulate from time to time.
- 13.13 “Land” means the whole or any part of the land described in the Agreement including (where the context so admits) all Fixtures, all buildings on the Land and all water on or covering the Land, whether now or at any time during the period of the Agreement.
- 13.14 “livestock” means any animal used for grazing land, and is wider than the definition of livestock for the purposes of the Agricultural Holdings Act 1986 and the Agricultural Tenancies Act 1995.
- 13.15 “Management Objectives” means the nature conservation and any other objectives set out in the Management Requirements.

- 13.16 “Management Requirements” means the management requirements contained in the Schedule of Management Requirements forming part of the Agreement and any modification of those management requirements made under these Conditions.
- 13.17 “Map/s” means the map or maps attached at Part 1 of Annex 1 to this Agreement.
- 13.18 “Rights” means the permissions granted to you by the Agreement.
- 13.19 “VAT” means Value Added Tax and includes any tax of a similar type that is levied or imposed in addition to, or in place of, Value Added Tax. Any sum payable by you to Natural England or by Natural England to you is exclusive of all VAT payable in relation to it and that VAT is to be paid in addition to the sum in question at the same time as the sum in question is due to be paid.
- 13.20 “Works” means anything carried out, or to be carried out, to achieve management objectives. “Works” is not to be interpreted literally and may include anything involving the expenditure of money. For example, it may include such things as the preparation of whole farm plans; the supervision of works and operations; the obtaining of specialist advice, assistance or veterinary treatment; the carrying out of research, marketing or feasibility studies and the obtaining of grants, permissions or consents required for other Works.

14. INTERPRETATION

In the Agreement and in these Conditions:

- 14.1 terms defined by the Particulars have the meaning given to them in the Particulars, being the page(s) so headed appearing at the front of the Agreement.
- 14.2 references to the consent, licence, approval or authority of Natural England, or words to similar effect, mean consent, licence, approval or authority in writing, given by or on behalf of Natural England before the act or thing in respect of which the consent, licence, approval or authority is required is done, permitted or commenced, as appropriate.
- 14.3 references to any specific statute or to any specific regulation of the European Union include any extension, modification or re-enactment of that statute or regulation and any regulations or orders made under or implementing that statute or regulation and in force from time to time. General references to statutes or legislation include references to all European or UK statutes and statutory instruments and any orders, regulations, directives and codes of recommendation and/or practice in force from time to time issued by any competent authority in respect of, or in any way affecting, the Land, the use of the Land, or the exercise of the Rights.
- 14.4 where you agree with Natural England not to do something, you also agree:
- 14.4.1 not to allow anyone else to do it; and
- 14.4.2 to do your best to stop anyone else from doing it.
- 14.5 the headings are used for guidance only.
- 14.6 any reference to a person includes a body corporate.
- 14.7 words suggesting the singular include the plural and vice versa.
- 14.8 words suggesting any gender include any other gender.

Unless the right of enforcement is expressly provided, it is not intended that any third party should have the right to enforce a provision of the Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1 – The Land

PART 1 – The Map - The Land is edged RED and is shown on the Map below:

EXAMPLE

Map of North Goonhilly, part of The Lizard National Nature Reserve

Key
Ordnance Survey (Greyscale) © Ordnance Survey

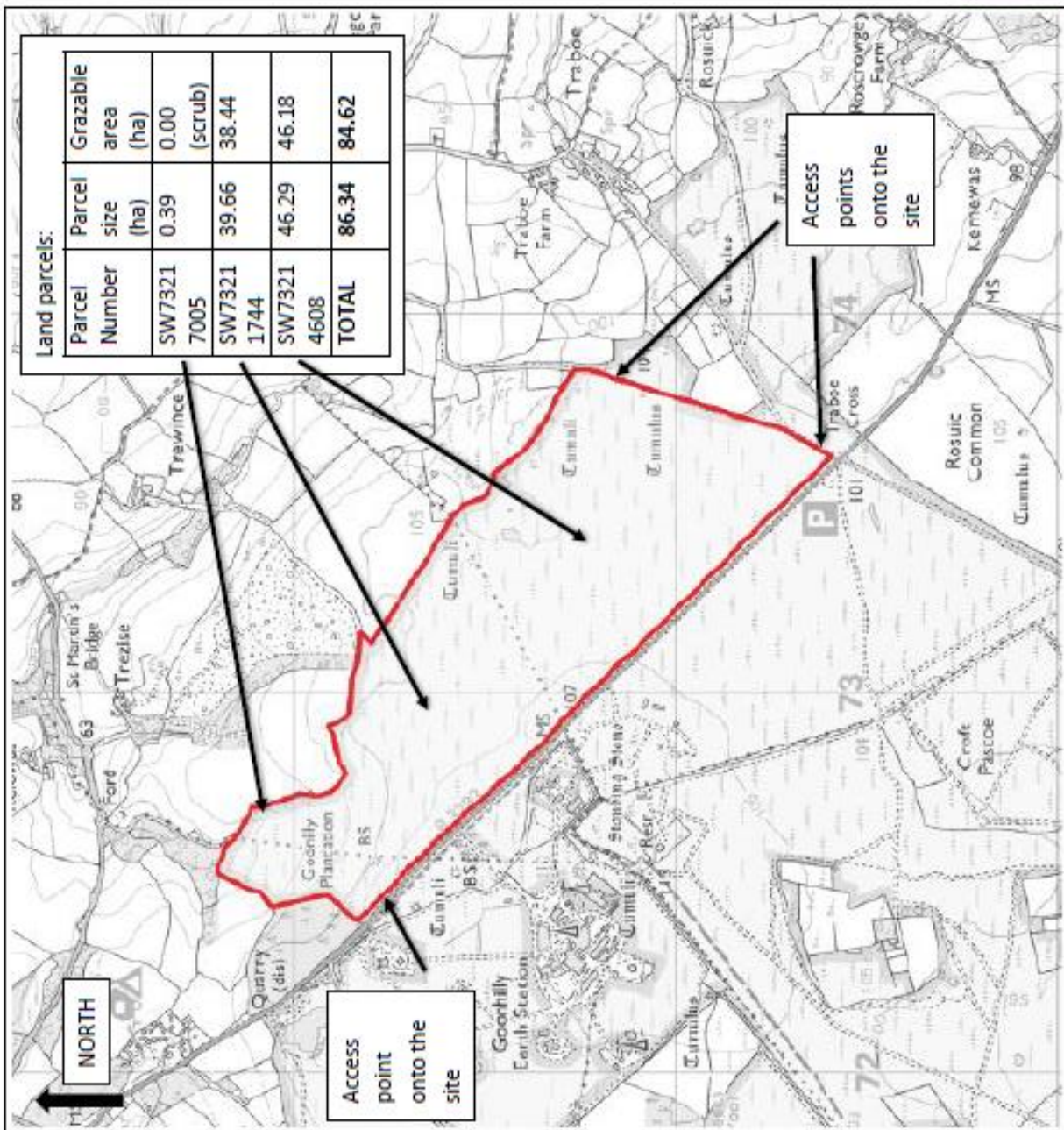


Boundary of North Goonhilly

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Map Produced from WebMap2 on 07/01/20
Map Projection: British National Grid
Map Scale at A4: 1:15,000



PART 2 - The Land Parcels

The Land parcels are detailed in the table below:

| OS Sheet/ Parcel Number | Parcel size Total (ha) | Grazable area (ha) |
|------------------------------------|-----------------------------------|-------------------------------|
| SW7321 1744 | 39.66 | 38.44 |
| SW7321 4608 | 46.29 | 46.18 |
| SW7321 7005 (scrub) | 0.39 | 0.00 |
| TOTAL | 86.34 | 84.62 |

EXAMPLE

SCHEDULE 2 Schedule of Management Requirements

The Objective for the Management of the Land under this Agreement

Natural England must secure and maintain 'favourable condition' for nature conservation. Securing and maintaining 'favourable condition' on this site this means:

The Land comprises of wet and dry lowland heath with areas of flushes, scrub and Mediterranean temporary ponds.

Goonhilly Downs is of designated, international nature conservation significance. It sits within the Goonhilly Downs Site of Special Scientific Interest (SSSI) and the Lizard Special Area of Conservation (SAC). The significance lies in the mosaic of habitat types and populations of rare plant species.

The prime objective is to maintain the balance of habitat types and rare plant populations, by maintaining the mosaic of heathland vegetation containing up to 25% European gorse, up to 20% scrub cover and between 1-10% bare or lightly poached ground. Mediterranean temporary ponds are ephemeral pools that are kept open with some light disturbance and are host to several rare plants.

The management objective is to maintain this mosaic of habitat in favourable condition through extensive cattle grazing. Additionally, a herd of Natural England ponies will continue to graze this site occasionally throughout the year.

Natural England requires the Land to be managed in accordance with the following Agricultural Management Requirements and the Licensee AGREES TO comply with them.

Site Specific Management Requirements

1. MANAGEMENT OF LIVESTOCK

To graze the Land with cattle only and in sufficient numbers to achieve the Objective described above.

To graze cattle on the Land at an average rate of 0.3 LU/ha per annum (Livestock units per hectare) with a higher proportion of grazing in summer than in winter. Where:

| Type of livestock | Livestock Units (LUs) |
|--------------------------------|-----------------------|
| Beef cow (excluding calf) | = 1.0 |
| Cattle over 2 years old | = 1.0 |
| Cattle between 6 months/1 year | = 0.6 |

On a site of this size (84.62ha or 209 acres), this equates to an average of 25 cattle/cows grazing (over 2 years of age) grazing throughout the year, although a higher proportion of grazing in summer than in winter is desirable.

To reduce or increase livestock numbers as necessary and as required by Natural England to reflect the availability of grass and other vegetation.

Do not poach the land.

To do everything that is reasonably practicable to ensure that at the end of the grazing period each year the sward will show a patchwork of varying structures and heights.

No bull to be brought onto the Land without Natural England's prior agreement.

2. MANURES AND FERTILISERS

Not to apply any organic or inorganic manures or fertilisers or lime to the Land without Natural England's consent.

General Management Requirements for Short-Term Grazing Agreement

G1 - Management of Livestock

G1.1 Not to feed any livestock on the Land with any hay, silage, straw or concentrate without Natural England's consent, but the Licensee may bring mineral licks onto the Land.

- G1.2 If the welfare of livestock on the Land would be compromised following sudden snowfall, some feeding of hay is permitted until the livestock can be removed or weather conditions improve.
- G1.3 Natural England will carry out such checks on the livestock on the Land as Natural England may from time to time see fit. Natural England may report any perceived problems with the livestock to the Licensee and/or any vet known by Natural England to have regularly treated the livestock. Natural England has no obligation to the Licensee in connection with the livestock and has no liability to the Licensee for any accident, straying, death, illness or damage of or to the livestock or caused by the livestock, or for any injury or accident caused by the livestock to members of the public. The Licensee will remove any dangerous animals from the Land immediately. A risk assessment will be agreed with Natural England if cows with calves are to be grazed on land accessed by the general public.
- G1.4 Not to overgraze, undergraze or underutilise the Land.
- G1.5 If there is a risk of poaching in periods of prolonged wet weather, to remove all or such numbers of livestock from the Land as Natural England may require within such timescale as Natural England may reasonably specify.
- G1.6 To comply fully with the requirements of all relevant legislation, particularly, as keeper of the livestock, legislation relating to livestock and the welfare, identification and/or movement of livestock.
- G1.7 To remove any fallen livestock within 24 hours, and immediately if Natural England reports any fallen livestock to the Licensee.
- G1.8 Not to bring onto the Land any diseased animal or any dangerous, unruly, destructive or vicious animal.
- G1.9 To remove any infected or diseased animal from the Land immediately.
- G1.10 Not to allow any animals to stray from the Land on to adjoining land. The Licensee will be responsible for any damage and consequential losses so caused.

G2 - Use of Chemicals on the Land

- G2.1 Not to bring any chemical, pesticide or herbicide onto the Land without Natural England's consent.
- G2.2 To consult Natural England before using products containing Avermectins on livestock to control parasites.
- G2.3 The presumption is that the Licensee should NOT use products containing Avermectins except where the livestock's health and welfare is detrimentally affected and the Licensee has first produced to Natural England specific written veterinary advice that there is no other suitable product for parasite control available.
- G2.4 If Natural England agrees to the use of products containing Avermectins, any livestock treated with these must not be turned out until the manufacturer's recommended withdrawal period has elapsed.

G3 - Weeds

- G3.1 To promptly inform Natural England of any infestation growing on the Land of thistles, ragwort, nettles and other injurious weeds to which the Weeds Act 1959 applies

G4 - Vehicles

- G4.1 Not to bring any vehicles onto the Land except for those (if any) the Licensee reasonably requires to exercise the Rights and then only via the permitted Access routes but no vehicles at all may be brought onto the Land if Natural England informs the Licensee that it considers the condition of the Land is unsuitable for vehicles.

G5 - Fencing, boundaries, trees and hedges

- G5.1 To keep all fences, gates, ditches and watercourses in a stockproof condition, to prevent livestock from straying and provide any temporary fencing where necessary.
- G5.2 To make good any damage caused to any fences, gates, ditches and watercourses by the exercise of the Rights granted by this Agreement.
- G5.3 To promptly give written notice to Natural England of any dead or dangerous tree on the Land.
- G5.4 Not to erect electric fences on or bounding the Land without Natural England's consent.
- G5.5 Not to destroy or damage any trees, hedges or other vegetation, unless in the proper exercise of the Rights granted by this Agreement or requested by Natural England in writing to do so.

G6 - Water Supply

- G6.1 To report to Natural England any leaks or defects in any system for any water supply to the Land and any deterioration in the quantity or quality of the supply of water to the Land.
- G6.2 To turn off and drain clean the supplies to water troughs at the end of the Period of the Agreement.
- G6.3 Not to waste water.
- G6.4 Not to allow anything to be done on the Land that might cause damage to or the pollution of any supply of water or any watercourse.

G7 - Maintenance

- G7.1 To report to Natural England in writing and as soon as possible any damage caused or maintenance required to Land being the responsibility of Natural England.
- G7.2 If Natural England certifies that damage has been caused to the Land by a breach of the Licensee's obligations under this Agreement, to remove or make good that damage in accordance with Natural England's reasonable requirements (which may, if appropriate, include a requirement to remove all or such numbers of livestock from the Land as Natural England may require within such timescale as Natural England may reasonably specify)

G8 - Killing or removing an animal

- G8.1 Not to kill, or do anything to harm, any game, vermin, deer or fish or any wildfowl or birds, including their nests and eggs.

G9 - Records

- G9.1 To produce to Natural England, if requested, a proper record of livestock management and hay produced on the Land in a form (which may be oral or written) reasonably required by Natural England.

G10 - Compliance with Codes of Practice

- G10.1 To comply with any Code of Practice relevant to the Land and/or its use except to the extent (if any) that the code conflicts with any of these Management Requirements.

SCHEDULE 3

HEALTH and SAFETY

As a **GUIDE** - Operations under this Agreement most likely to have health and safety implications:-

1. **Grazing animals** – sheep, cattle, ponies, goats, horses
 - Transport of animals – by vehicle or on foot, across highways/ traffic control
 - Location of animals – on or near a public right of way – path or road
 - Are the animals enclosed in a field or open access through gates or on the moor
 - Feeding animals
 - Monitoring animals
 - disease – infection of other animals or humans
 - livestock handling- vet and med operations
 - calving and lambing
 - mixing livestock with public and dogs -signage required?
 - ground conditions
2. **Boundaries**
 - Fencing – new and repairs – static and electric
 - Walls – new and repairs
 - Gates- new and repairs
3. **Use of Chemicals** including any permitted fertilisers
4. **Cutting hay or silage** – including operating machinery, carting , stacking and storage
5. **Ditching work** – by machine or by hand
6. **Topping**
7. **Scrub clearance, tree and hedgerow cutting**
8. **Removal of dead stock**
9. **Inspection by vehicle** – tractor, car or motorbike/ quadbike
 - routes, terrain, slope and speed
 - field obstacles and hazards
10. **Water supply maintenance – pipes, leakage and freezing**
11. **Extraction of water from natural sources**
12. **Changes in weather conditions**
 - changes (gradual or sudden) in water level, sea; ditch, river lake or canal
 - temperature changes
 - daylight changes including fog
 - significant changes in wind speed or direction
13. **Burning materials/ heather/ bracken etc**
 - Fire risk- safety, avoidance and control measures

Nb Health and Safety obligations are set out under paragraph 12 of the Agreement

Signed as below

Natural England

Signed

Name
(print)

Position

duly authorised to sign on behalf of Natural England

Licensee

Signed

Name
(print)

or duly authorised to sign on behalf of the Licensee

EXAMPLE