

Plenty Do not Eat
DATED 5th June 2008

LICENSOR: PORTSMOUTH WATER LTD

LICENSEES:



PREMISES: LAND AT KINGSCROFT

LICENCE
(Grazing)

PARTICULARS

Date

Please do not date.
5th June 2008.

Licensors

Portsmouth Water Ltd c/o Smiths Gore, Eastgate House, Eastgate Street, Winchester, Hampshire. SO23 8DZ

Licensees

[REDACTED]

The Premises

The land known as Land at Kingscroft extending to approximately 22 acres shown for identification purposes only coloured pink on the attached plan

Licence Fee

[REDACTED]

Licence Period

The period starting on 1st June 2008 and expiring on 31st May 2009

Rights

The right to keep horses on the Premises for grazing purpose only and the right to mow the Premises twice during the Licence Period and to take away the grass

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 Premises 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 full occupation and possession of the Premises remains with the Licensor subject only to the Rights and the Licence hereby granted to ' the Licensee and the Licensor shall remain responsible for the establishment and husbandry of all crops grown on the Holding

4 Licensee's Agreements

- 4.1 The Licensee agrees with the Licensor:
 - (a) To pay to the Licensor the Licence Fee
 - (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 Premises which may be or become a nuisance or inconvenience or cause damage or annoyance to the Licensor or to any third party sharing occupation of the Premises with the Licensee or which may infringe any Legislation

- (c) To use the Premises for the exercise of the Rights and for no other purpose whatsoever
- (d) To indemnify and keep the Licenser 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) To comply fully with Legislation so far as the same shall relate to the exercise of the Rights and the Licensee's use of the Premises and to keep the Licenser effectively indemnified against all actions proceedings costs expenses claims and demands in respect of any matter contravening the provisions of such Legislation
- (f) To comply with any other restrictions which the Licenser shall reasonably dictate during the Licence Period
- (g) To comply with the provisions affecting the Rights as set out in Schedule 2
- (h) To keep the Premises clean and free from spear thistle creeping or field thistle curled dock broad leaved dock and ragwort
- (i) To keep gates fences and ditches on the Premises in good order and condition
- (j) On termination of this Agreement immediately to remove his stock from the Premises
- (k) To comply with the provisions of the Code of Good Agricultural and Environmental Conditions, and to reimburse the Licenser for any loss of Single Payment Scheme payment as a result of the Licensee not complying with this code, details of which are given in Schedule 4.

5 Termination

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

- (a) If at any time the Licensee goes 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)
- (b) An administration order is made against the Licensee
- (c) A receiver or manager shall be appointed in respect of the Licensee's affairs or the whole or any part of his property or undertaking
- (d) The Licensee shall (if an individual) die or become incapable by reason of mental or physical illness of discharging his obligation hereunder or be the subject of a

bankruptcy petition or bankruptcy order or (if a company or partnership or other body) shall cease to exist

- (e) The Licensee shall enter into any arrangement or composition with its creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part 1 or Part VIII of the Insolvency Act 1986)
- (f) The interest of the Licensee under this Licence shall be taken in execution
- (g) The Licensee shall commit any grave breach or persistent breaches of this Licence and the Licensors having given written notice to the Licensee of such breach or breaches the Licensee shall fail within such period as the Licensors may specify to rectify such breach or breaches (if capable of rectification)

6 Personal Licence

- 6.1 The Rights and this Licence are personal to the Licensee and shall not be capable of being assigned or otherwise dealt with

7 Fitness of the Premises

- 7.1 By entering into this Licence the Licensors does not undertake that the Premises are or will become or remain fit for the purposes set out in the Particulars

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

Schedule 1

The Premises

Ordinance Survey

Hectares

Acres

As shown coloured pink
on the attached plan

8.90

22

Schedule 2

Provisions affecting the Rights

The Licensee shall:

- (a) Not bring on to the Premises any diseased animal
- (b) Not bring on to the Premises more than the maximum number head of livestock as stipulated in the Particulars at any one time
- (c) Not destroy or damage any trees, hedges or fences on the Premises and ensure that no such damage is caused by the Licensee's stock
- (d) Not allow the Premises to become poached by treading during wet weather conditions and if the Licensor shall certify that any damage is being caused then upon demand immediately remove the stock
- (e) Not bring cause or permit to be done or brought any object matter or thing upon the Premises by which any policy of insurance of the Licensor would or might be prejudicially affected
- (f) Not permit his stock to stray from the land and indemnify the Licensor against any claims arising from such straying
- (g) Pay for all water consumed or wasted on the Land and all meter charges
- (h) Not to use or enter the buildings on site for any purpose
- (i) On termination of this Agreement forthwith remove his stock from the Land
- (j) Mow the land before weeds seed and harrow mole hills and keep all fences hedges and gates in a stock-proof condition

Schedule 3

Definitions and Interpretations

"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 Premises 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

"Premises" means the land (including all buildings and fixed equipment thereon) set out in the Particulars and more fully described in Schedule 1

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

In this Licence unless the context otherwise requires:

- (a) where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation
- (b) 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
- (c) 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

GOOD AGRICULTURAL AND ENVIRONMENTAL CONDITION (GAEC)

- **Protection and maintenance of soil**

In accordance with new guidance, farmers / land managers will have to draw up a simple risk-based simple soil management plan in 2006.

Plans to be implemented on farms from 2007.

- **Overgrazing**

The current controls on overgrazing semi natural vegetation, which require an assessment of the condition of vegetation, will be retained. Where there is evidence of current damage, limits on stocking rates will be advised, and if necessary imposed, to prevent further damage. The existing supplementary feeding rules will also be re-enacted.

- **Stone walls**

Farmers will not be permitted to remove or damage stonewalls, without consent from the relevant authority - which may be granted where there are particular extenuating circumstances.

- **Hedgerows**

Trimming of farm hedgerows must not be carried out during the period 1 March to 31 July. A derogation will be possible for health and safety aspects, particularly for hedges next to roadsides and access ways.

- **Permanent pasture**

Permanent pasture is defined by the Commission as land that has been under grass for at least 5 years and has not been ploughed for other crops in that time. A control mechanism has to be put in place to ensure that the national area of permanent pasture is not reduced by more than 5% of the total area of agricultural land - to meet the EU Regulations. Afforestation of permanent pasture that is "compatible with the environment" is exempt from this requirement providing it has been assessed under the existing Forestry EIA Regulations.

- **Setaside**

The existing set aside rules will largely be re-enacted with a few additional flexibilities for farmers. For example we will permit a small percentage of clover to be included in seed mixes to encourage biodiversity, and we will be encouraging the use of narrower set aside strips in particular locations to provide targeted environmental protection (see below).

- **6-10m setaside strips**

Farmers have the option to put all or part of their setaside land into these narrow strips, subject to certain restrictions, and only next to controlled water, wet ditches, Sites of Special Scientific Interest, woodland and hedges.

- **Land not wholly in agricultural production**

Farmers are required to ensure that land no longer in production remains classed as agricultural land under the SP. This means for example that scrub invasion must be easily removed and notifiable weeds controlled, so that the land would be capable of being returned to production by the next growing season at the latest. The land must also be in a condition where an inspector could easily identify the eligible land and undertake normal control activity.

- **Protection of landscape features - supporting existing legislation**

Farmers will be required to comply with existing legislation that protects a diverse range of habitats and landscape features, including Tree Preservation Orders, Hedgerows Regulations, Environmental Impact Assessment, Scheduled Monuments Legislation, SSSI legislation under Wildlife and Countryside Act, Heather and Grass Burning Regulations and the Forestry Act.

- **Hedge and watercourse protection measures**

Farmers are required to establish a protection zone in fields along hedges and water courses. This must not be cultivated or have fertilisers, herbicides or pesticides applied. It must measure 2 metres from centre of a hedge or ditch, with a minimum of 1m from the top of the ditch bank.

This measure will only target key habitats (watercourses and hedges)

The measure will not apply to small fields (2 hectares or less) or to newly planted hedgerows (up to 5 years old).

- **Rights of way**

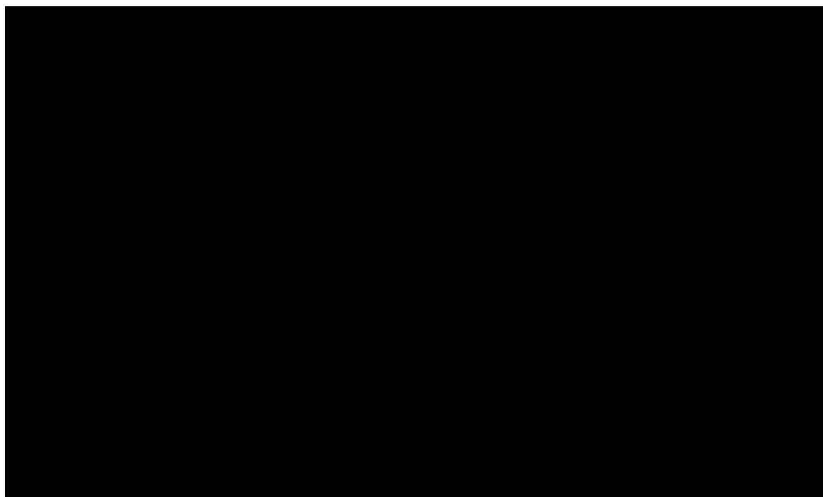
Farmers must not obstruct or disturb the surface of the path of a public right of way which runs across their land (however farmers may plough the path of a right of way so long as the path is reinstated within any prescribed time limit); and must maintain any stile or gate for which they are responsible that is on the path of a public Right of Way.

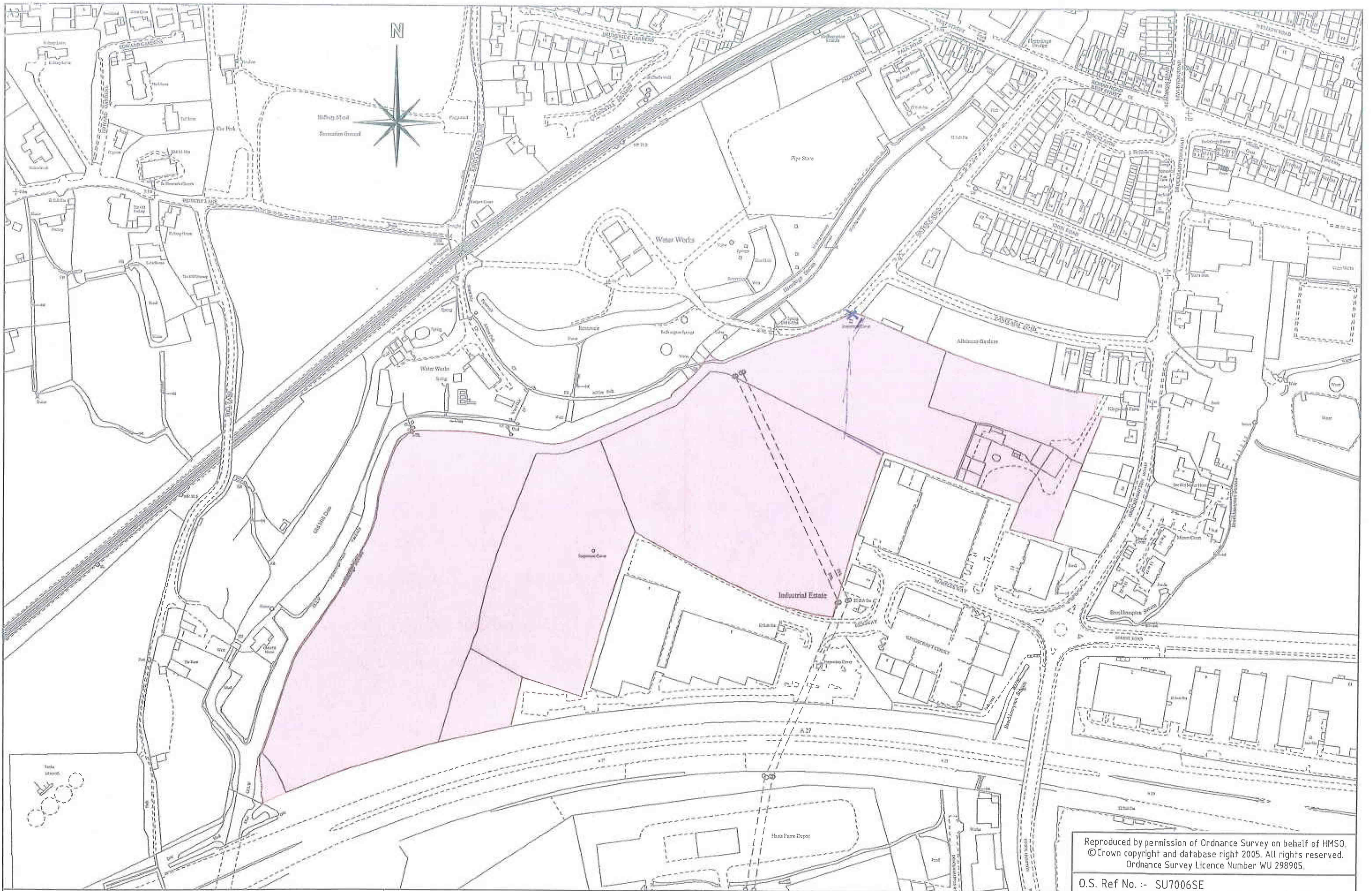
- **Moorland measures**

Farmers must comply with the Heather and Grass (Burning) Regulations.

SIGNED by the Licensor
in the presence of:

SIGNED by the Licensee
in the presence of:





Reproduced by permission of Ordnance Survey on behalf of HMSO.
 ©Crown copyright and database right 2005. All rights reserved.
 Ordnance Survey Licence Number WU 298905.

O.S. Ref No. :- SU7006SE			
Drawing No.	Job No.	Date	Scale
57/195		03-01-2006	1:2500
Drawn By	Traced By	Checked By	
	GMC	DBB	

Telephone: Havant (023) 9249 9888
 Fax: Havant (023) 9245 3632
 Website: www.portsmouthwater.co.uk



Registered Office: PO Box 8 West Street Havant Hampshire PO9 1LG

CONTRACT PROJECT

TITLE
 TENANCY OF LAND
 KINGSCROFT
 BEDHAMPTON