

DATED

2010

[REDACTED]

- and -

[REDACTED]

AGREEMENT

THIS AGREEMENT is made

the day of

2010

BETWEEN (1) [REDACTED] Care of THOMAS EGGAR SOLICITORS. Registered Office is situate at The Corn Exchange, Baffins Lane Chichester West Sussex PO19 1GE ("the Owner") and (2) [REDACTED] ("the Licensee")

NOW IT IS AGREED as follows:

1. Right to graze

The Licensee shall be entitled during the period specified in the Second Schedule to graze the land particulars of which are set out in the First Schedule to this Agreement ("the Land")

2. Consideration

The Licensee shall pay to the Owner for that right the sum of money specified in the Second Schedule to this agreement on the date or dates stated

3. Repair of fences etc

The Licensee shall keep all fences gates ditches and watercourses in proper stock-proof condition so as to prevent his stock straying or being injured and shall indemnify the Owner against all costs claims and demands made by the Owners or occupiers of adjoining land or any other persons for damages or other money arising from the escape from the Land of all or any of the stock placed upon the Land by the Licensee pursuant to the terms of this agreement

4. Removal of weeds and moles

The Licensee shall properly spray cut or pull up thistles and any other noxious weeds on the Land and shall keep the Land clear of moles

5 Keeping of animals

5.1 The Licensee shall not keep a bull on the Land

5.2 The Licensee shall use no more than four horses for the purpose of grazing the Land and shall not allow the Land to be entered upon or in any way used by donkeys asses goats pigs poultry or any vicious unruly destructive infected or diseased animal.

5.3 In the event of the Licensee admitting any animal on the Land in contravention of this clause the Owner shall be at liberty to treat the animal as a trespasser and impound the same at the expense of the Licensee

and the Licensee shall be liable for all loss or damage occasioned by any such animal either by straying or in any other way

6. Personal agreement

6.1 This agreement shall at all times be construed as a personal agreement with the Licensee for the grazing of animals owned by the Licensee and shall not be transferable by the Licensee

6.2 Any use of the Land or any part of it by the Licensee otherwise than for grazing animals owned by him shall be a breach of this agreement

7. No right of exclusive occupation

For the avoidance of all doubt it is agreed and declared that the Owner grants no right to the Licensee to enjoy any rights of exclusive occupation of the Land and in particular the Owner grants no right to but retain:-

7.1 all fruit produced by any trees growing on the Land

7.2 all game (including ground game) on the Land

7.3 all rights of way to the date of this agreement used or enjoyed over the Land

7.4 the for it and its servants and visitors to enter upon the Land at any time for any purpose whether agricultural or not other than for grazing beasts there

8. Consequences of breach of obligations

If the Licensee commits any breach of his obligations under this agreement the Owner may by notice in writing immediately determine this agreement and the Licensee shall then vacate the Land that shall be liable in full for any unpaid balance of the money payable under this agreement and for any antecedent breach by him of such obligations

9. Termination of licence

If the Owner requires the whole or any part of the Land for any purpose whatsoever it shall have the right to determine this agreement and resume possession at any time of either the whole or any part of the Land upon giving one month's notice in writing to the Licensee and without paying any compensation whatsoever to the Licensee

10. No undertaking for new agreement

It is expressly agreed and understood that the Owner does not undertake to repeat this grazing agreement for another period

11. Interpretation

In this agreement unless the context otherwise requires words importing the masculine gender only shall be deemed to include the feminine gender and words importing the singular number only shall be deemed to include the plural number and where there are two or more persons included in the expression "the Licensee" agreements expressed to be made by the Licensee shall be deemed to be made by such persons jointly and severally

AS WITNESS whereof the parties hereto have executed this deed in the presence of the attesting witnesses the day and year first before written

FIRST SCHEDULE

The Land

Land at Coldharbour Farm Emsworth as shown on the attached plan

SECOND SCHEDULE

Grazing Period and payment

The Grazing Period: From 1st January 2010 to 31st December 2010

Sum payable by Licensee:



Dates of payment: 1st day of each month

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SIGNED on behalf of the Landlord