

# South Gloucestershire Council

## Property Services

### GRAZING/MOWING TENANCY AGREEMENT

AN AGREEMENT made the XX XX Two Thousand and Twenty Four BETWEEN **SOUTH GLOUCESTERSHIRE COUNCIL** (hereinafter called "the Landlord" which expression where the context admits includes the persons deriving title under it) of the one part AND **XXXXXXXXXX** of **XXXXXXXXXXXXXXXXXX** (hereinafter called "the Tenant" which expression where the context admits includes the persons deriving title under him) of the other part WHEREBY the Landlord lets and the Tenant takes all those pieces or parcels of land (hereinafter called "the Land") comprising XXX hectares (XXX acres) or thereabouts and situate at XXXXXX being the land shown edged red on the plan attached upon the following terms and conditions:

1. The Tenant shall have the right to occupy and graze or mow the Land from the **8th day of May 2024 until the 7th day of May 2026** (the "Term").
2. The Tenant shall pay the Landlord the sum of **XXXXXXXXXXXXXXXXXX** (£XXX) in respect of the rent by BACS (details will be provided), such sum to be paid free from any deductions. The same amount shall be payable on the first anniversary of the date of commencement of the term in respect of the second year of the term (an invoice will be issued by the Council's Finance Team).
3. The Tenant shall pay all water charges arising throughout the Term.
4. The Tenant shall use the Land for the purposes of mowing or the grazing of horses and ponies only (maximum of X) and not for the purpose of a non-agricultural business and such use shall be in a good and husbandlike manner with the Tenant being responsible for the proper management and control of all stock placed on the Land including prevention of straying, provision of water and ensuring that there is adequate food for the number of stock.
5. The Tenant shall not assign, underlet, share or part with possession of the Land or any part thereof.
6. The Tenant shall only depasture his own stock on the Land and shall not allow the Land to be entered upon or in any way used by pigs, poultry or any diseased animals.
7. The Tenant shall trim the hedges and maintain (and erect new where necessary) the gates and fences in good and stockproof order and maintain the ditches in good order.
8. The Tenant shall destroy all rabbits, rats, moles and other vermin and spread and level all mole and anthills.
9. The Tenant shall take the necessary steps to control and destroy all harmful and injurious weeds throughout the Land.
10. The Tenant shall not commit or suffer any willful or voluntary waste spoil or destruction on the Land or do or suffer to be done thereon anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of adjoining land or any other person.
11. The Tenant shall not cut down fell destroy lop or top any trees growing on the Land without the previous consent in writing of the Landlord.
12. No buildings whatsoever may be erected on the Land.
13. The Tenant shall not permit any trespass upon the Land and shall advise the Council of any such incident.

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14. The Tenant shall not make any improvements on the Land otherwise than in compliance with this Agreement.
15. The Tenant undertakes to ensure that he his servants and 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 1990.
16. The Tenant shall at all times immediately upon receipt of any notice order direction or other matter whatsoever affecting the Land produce the same for the Landlord's inspection and permit the Landlord to make a copy thereof and to comply at once and give sufficient effect to every order direction or notice duly made and served upon the Tenant by the competent authority.
17. The Tenant shall fully comply with all legal obligations Acts of Parliament, Notices, Rules, Regulations and Bye Laws relating to the Land or the use or grazing or mowing thereof.
18. The Tenant shall indemnify the Landlord from and against all claims damages costs charges losses or expenses arising out of the grant of this Tenancy or from the use or occupation of the Land.
19. The Tenant shall permit the Landlord and persons authorised by it to enter the Land at all reasonable times to view the state and condition thereof or the carrying out of works thereon or to any property of the Landlord adjoining the Land.
20. In the event of the second years rent not being paid at the specified time, the Landlord reserves the right to re-enter the Land or any part of it in the name of the whole and bring this Agreement to an end by giving not less than one month's notice to quit.
21. If the Landlord desiring to take possession of the Land for the purposes of performing its statutory duties or functions or where the Land is permanently declared surplus by the Landlord, the Landlord reserves the right to re-enter the Land or any part of it in the name of the whole and bring this Agreement to an end by giving not less than one month's notice to quit in which case the Landlord will repay an appropriate proportion of the rent referred to in Clause 2 above,
22. The Tenant is not to do or keep or suffer to be done or kept on the Property any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Council or to the occupiers or owners of neighbouring properties or land. In the event the Landlord deems the tenant to be in breach of this clause the Landlord reserves the right to re-enter the Land or any part of it in the name of the whole and bring this Agreement to an end by giving not less than one month's notice to quit that can be served at any time in which case the Landlord will repay an appropriate proportion of the rent referred to in Clause 2 above. The Landlord is under no obligation to enter into any discussion with the tenant if this right is exercised.
23. On the determination of the Tenancy the Tenant shall peaceably and quietly deliver up possession of the Land to the Landlord and to pay to the Landlord compensation for all breaches of the Tenant's covenants in this Agreement.
24. It is hereby agreed and declared that this Tenancy is not construed as giving any security of tenure under the Landlord and Tenant Act 1954 or under the Agricultural Tenancies Act 1995 and that no rights of succession are made available to the Tenant.
25. Any reference to Statutes and Statutory Instruments shall include references to any statutory modifications or re-enactment's thereof for the time being in force.

IN WITNESS whereof the parties hereto have hereunto set there hands the day and year first above written

SIGNED on behalf of the Landlord

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In the presence of:

Signature of Witness ..... Full name .....

Address of Witness: .....

..... Occupation .....

SIGNED by the Tenants .....

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In the presence of:

Signature of Witness: ..... Full name:.....

Address of Witness:.....

..... Occupation: .....