

Date: 25 March 2021





## Grazing Licence – 28 acres at Birstall Meadows / Birstall Road

The Council is prepared to grant you a Grazing Licence in respect of the above, in accordance with the following terms: -

- The licence to be granted is in respect of land described above, as shown coloured pink on attached Plan No. 2020/209.
- 2. The licence shall commence on 1<sup>st</sup> April 2021 and shall terminate on 25<sup>th</sup> March 2022.
- The payment in respect thereof to be at the rate of period.
- 4. The land shall only be used for the purpose of grazing cattle or horses and the licensee shall not keep a bull on the land nor any unruly, destructive, infected or diseased animal.
- 5. The Council reserves the right to re-enter the land and terminate the licence in the event of non-payment of the fee or the non-fulfillment of any condition or in the event of the death of the licensee.
- The licensee shall: -
  - (a) indemnify and save harmless the Council from and against all actions, claims and demands which may be brought or made against the Council, either at common law or otherwise by reason of an accident or injury to any person or damage to or loss of property in upon or adjacent to the said land, however caused, arising out of the use of the said land; and

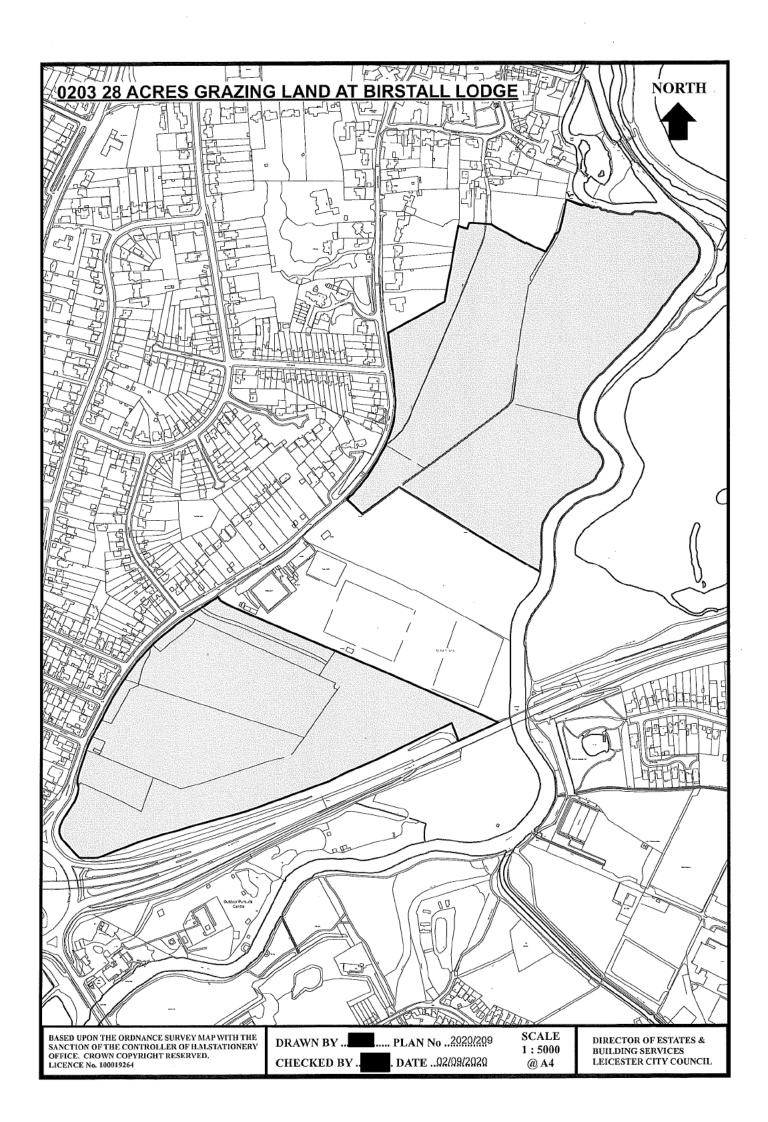
- (b) to insure against the liability contained in the last preceding subclause 6(a) in an insurance office approved by the Council and in an amount sufficient to cover such public liability and shall make all necessary payments therefore within seven days after the same shall have become due and will produce to the Director of Estates and Building Services for the time being on demand the policy of insurance and the renewal receipts therefore.
- 7. The licensee must ensure that all horses are passported and chipped. The copy of the document should be available when requested.
- 8. The licensee shall not be entitled to the payment by the Council or any compensation whatsoever on the determination of the licence, nor shall this licence be construed as creating any tenancy to which the Agricultural Holdings Act 1948 applies or any enactment or amendment thereof.
- 9. The licence hereby offered is not transferable and the land is not to be assigned or sub-let and is personal to the person named above. Any use of the land or any part otherwise than for grazing animals owned by him/her shall be a breach of this licence and it will terminate immediately.
- 10. The licensee shall be responsible for maintenance of all hedges, ditches, fences and gates, and for maintaining the land in a condition to the satisfaction of the Council, subject to Clause 16 below.
- 11. The licensee shall cut and destroy thistles and other noxious weeds, subject to Clause 16 below.
- 12. The Council reserves the right to enter the land for the purpose of inspecting the state of the holding and for the purpose of constructing, maintaining and improving any sewers, water mains, etc and to make sub-soil investigations.
- 13. The Council reserves the right to terminate the licence during the period hereby granted upon the giving of one month's notice in writing.
- 14. The licensee shall not erect any building or shelter of any description on the land.
- 15. The licensee's attention is drawn to the City Council's Ecology Strategy, which may require amendment to be made to this licence during its course, given the due notice in 13 above.
- 16. The licensee shall give seven days' written notice to the Council of any intention to carry out works under Clauses 10 and 11 above, which shall be subject to the approval of the Council under its Ecology Strategy.
- 17. The licensee shall ensure that the stocking density does not exceed overall one grazing animal per 1.5 acres.

18. The licensee shall ensure that the land is chain-harrowed once a year in spring or that hand raking of muck and urinal areas is undertaken on a frequent basis.

If you would kindly let me have your written acceptance of the terms set out in this letter by signing the enclosed copy, I will make the necessary arrangements for you to take occupation of the above land with effect from 1<sup>st</sup> April 2021.

Please return whole of the signed agreement by email no later than Friday 9<sup>th</sup> April 2021 otherwise a letting will be negotiated with another party.

Yours sincerely	
Estates & Building Services	
· I,	, agree to the terms of this licence for the
period 1/4/2021 to 25/3/2022.	
Signed:	······································
Dated: $2-2-20$	••••••
Reference: 28 acres Grazing Land at Birstall Meadows / Birstall Road	





Re: Grazing Licence - 28 acres at Birstall Meadows / Birstall Road

Please find enclosed the grazing licence for the period of 1<sup>st</sup> April 2021 to 25<sup>th</sup> March 2022. If you could please sign and date one of the licence agreement and return back to:

Estates & Building Services
1st Floor Phoenix House
1 King Street
Leicester
LE1 6RN

Dear

Please return the whole of the agreement and not just the final page as soon as possible but no later than Friday 9<sup>th</sup> of April 2021.

Once I have received the agreement, I will then make arrangements to process it. You will then receive an invoice in due course so please arrange to make payment. The different methods of making payment will be listed on the reverse side of the invoice. Please ensure you quote the invoice number when making the payment so that the money can be allocated correctly

Thanking you.

Yours sincerely



, Property Management Officer Estates & Building Services