

Burton Bradstock Parish Council
Grazing License
Part of Corncrake

November 5 2020 – 30 April 2021

1. PARTIES

LICENSOR: Burton Bradstock Parish Council
Reading Room
High Street
Burton Bradstock

LICENSEE:

2. LAND

That part of the field known as “Corncrake” lying east of the Parish Recreation field and west of the fencing line running approximately north-south to the west of the pedestrian bridge over the river Bride – Field number: 9435 – approximately 2.25 Hectares in area. A plan is appended.

3. LICENCE PERIOD

5 November 2020 – 30 April 2021

4. PAYMENT

Payment of £xxx is charged for this licence.

5. LICENCEE’S TENDER

Lest there be any doubt Burton Bradstock Parish Council as Licensor remains eligible for any subsidy or other income associated with the land.

6. A WILDFLOWER MEADOW

A prime purpose of this grazing licence is to assist in furthering Burton Bradstock Parish Council’s aim of establishing a wild flower meadow on Corncrake. The Licensee must give reasonable assistance to Burton Bradstock Parish Council in this endeavour, particularly in respect of grazing times.

7. FOOTPATHS, FENCES & HEDGES

The field is used by local residents and visitors for informal recreation and the two Public Rights of Way across the fields are well used. The Licensee will be responsible for ensuring all public rights of way are free from obstruction and useable at all times. Informal use of the fields as ‘open access’ land should be tolerated and supported by the Licensee.

The Licensee will be responsible for ensuring all their stock are retained within the Licence area, and will be responsible for any loss or damage caused by stock

straying. The Licensee will make good any damage caused to the fences during the exercise of this Licence.

Hedgerow management is subject to separate arrangements and will be undertaken by the Council in consultation with the Licensee.

8. AGREED MANAGEMENT

The land will be managed by grazing cattle, but without any bulls or cows with calves. The number of cattle is for the discretion of the Licensee, but the Council expects that there will be enough to achieve the grazing specified for November and March – April, subject to the overgrazing and poaching provisions noted below.

All other things being equal the Council will give preference to graziers using traditional breeds of cattle.

The site maybe grazed between 5 November 2020 – 30 April 2021, subject to there being no visible growth of wild flowers, particularly yellow rattle. All stock must be removed as soon as is reasonably possible on such growth becoming visible and in any event by the end of the licence period.

Grazing is to be extensive, with periods of hard grazing before the end of November 2020 and during March and April 2021.

Care should be taken to avoid overgrazing or poaching of land especially during wet weather. The Licensee must remove stock as soon as practical should there be signs of poached ground and during any periods of flooding, and/ or to take other appropriate action in accordance with good practice in soil management and protection. Removal in these circumstances is to take precedence over the hard grazing referred to in the previous paragraph.

Any corralling of the cattle prior to their removal should be done using as little space as is reasonable and in any event away from the public footpaths. The Council recognises that corralling is likely to lead to poached ground and this must be kept to a minimum.

Stock treated with single doses or drenches of Ivermectin (or other Avermectin based products) should not be put on the land until a month after treatment.

No buildings, shelters or other structures are permitted other than temporary corrals needed in the removal of the cattle.

No cultivation of any kind is permitted.

No manures, fertilizers, herbicides etc are to be applied without the written approval of the Council. Inorganic fertilizers etc will not be permitted.

No supplementary feeding is permitted on site, except the use of mineral blocks.

9. WATER SUPPLY

Burton Bradstock Parish Council will provide a water trough connected to the mains supply free of charge.

The Licensee shall check the trough and water supply to it daily while cattle are on site, and undertake any repairs necessary from the stopcock (situated by the trough) at his own expense.

The Licensee shall turn off the water supply at the stopcock when the cattle are taken off site.

The Licensee is responsible for provision of any other water required for the stock.

10. WELFARE OF STOCK

The Licensee undertakes to graze their stock in accordance with the Agricultural (Miscellaneous Provisions) Act 1968 and the Welfare of Livestock Regulations 1990. If it is believed poor livestock husbandry is being practised the Licence will be revoked.

11. VEHICLES

Care should be taken to avoid any damage to the site by vehicles. Any damage must be made good.

12. SUBLETTING

The Licensee is not to assign, sub let or hire any rights. The Licence is personal to the Licensee.

13. OCCUPATION

This Licence does not confer exclusive rights to the land, but is expressly subject to the right of the Licensor and its agents, invitees or servants to use the land for other management, monitoring or publicity purposes as it may require.

14. LOSS OR INJURY

The Licensor shall not be responsible for any loss of or injury to any livestock on the land, in particular as a result of eating any poisonous plant.

15. INDEMNITY

The Licensee is to indemnify the Licensor against any claims for loss, damage or injury arising out of, or in any way connected with, the use arrangements as detailed in sections 6, 7 and 8. The Licensee should provide proof of appropriate Public Liability Insurance in this respect.

16. PEST CONTROL & SHOOTING

The Licensee will control rabbit, mink, wood pigeons and other pests on the land and compensate the Licensor for any claims made by adjoining owners or occupiers because of damage done by such pests.

Reasonable action to control these pests apart, the Licensee undertakes not to kill, shoot or disturb any game or wildlife on the site.

17. TERMINATION

The Licensee agrees that on the termination of the Licence, to peacefully vacate and remove any stock, leaving the land in a clean and tidy condition.

18. BREACH OF TERMS

If there shall be any breach of terms of this Licence by the Licensee, the Licensor reserves the right to determine this Licence forthwith.

The Licensee

For and on behalf of Burton Bradstock
Parish Council (The Licensor)

Signed.....

Signed.....

Date.....

Date.....