



SOCIETY OF  
**CHARTERED  
SURVEYORS**  
IRELAND

# Grazing Licence Template Agreement



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## GRAZING LICENCE Memorandum of Agreement

I..... of.....  
(Insert address) with Herd Number.....  
(Hereinafter called the “the Licensee”)

Hereby agree to take under contractual licence and/or enter into a contractual arrangement for the purposes of grazing or pasturage for the season(s)/period commencing on the..... day of.....201.....and ending on the.....day of.....201.....

And for a fixed term of.....months/years\*  
(Hereinafter referred to as “the Licence Agreement”)

And subject to the conditions overleaf, part of the lands of  
..... (Including Townland, Barony and County as well as Land Parcel Identification System (LPIS) number where appropriate) in the Folio (insert Folio Number)<sup>1</sup> and ALL THAT AND THOSE the property described in the Schedule hereto<sup>2</sup>

Which are in and will remain in the ownership of  
.....of.....  
(Insert address) with Herd Number.....  
(Hereinafter called “the Owner/Licensor”)

And which are denoted or delineated in red by the map affixed or appended to this Licence Agreement

And which contain or include.....hectares/acres\*

At the rate of €.....plus VAT per hectare/acre\* (insert rate of licence fee)

\* Delete as Appropriate

<sup>1</sup> A signed map of the lands which are the subject matter of grazing/agistment Licence Agreement should be appended to or annexed to the Memorandum of Agreement.

<sup>2</sup> The signed map should be included in the Schedule described and the lands which the subject of the grazing/agistment Licence Agreement should be clearly denoted.

I, the Licensee, agree to pay to the Property Service Provider, as that term is defined in the Property Services (Regulation) Act 2011 on the signing of this Licence Agreement, 50% of the total licence fee as first Moiety, together with cheque, or in the alternative other forms of payment including electronic payment, for the second Moiety which may be post-dated to ..... (insert date) or paid on the.....(insert date) or paid on the termination of the agreement on the.....(insert date)\*

Amount of Licence Fees or Rate including VAT	€
TOTAL	€
Deposit Payable Now	€
Post Dated Cheque/Payment for Second Moiety	€

We, .....\*\* acknowledge receipt of the sum of €..... being payment of the Deposit, and VAT together with Post-Dated Cheque/Payment for Second Moiety.

\*\* Insert name of auctioneering practice or name of Property Service Provider

Person	Signature		Signature
Owner/Licensor		WITNESS	
Licensee		WITNESS	
Property Service Provider		DATE	

## GRAZING LICENCE AGREEMENT CONDITIONS

1. The lands which are the subject of this Licence Agreement are licensed for grazing or pasturage only at the payment(s) specified in the Memorandum hereto attached and do not give rise to a tenancy, including, *inter alia*, a fixed-term tenancy, implied tenancy or periodic tenancy, between the Owner/Licensor and Licensee over the duration of the Licence Agreement or thereafter.
2. Nothing in the Memorandum hereto or in the conditions attached to the Memorandum shall be deemed to create a tenancy or demise of land, estate or interest in land or anything in the nature thereof. The Owner/Licensor retains ownership of the lands which are the subject matter of the grazing or agistment Licence Agreement at all times.
3. The Licensee has the contractual right to use the lands which are the subject matter of the Licence Agreement for grazing or pasturage but does not have the right to exclusive possession and does not have full and unlimited control or dominion over the lands.
4. The Owner/Licensor has an absolute right to pass through or enter the lands that are licensed to the Licensee at any time with or without animals, subject to the condition that there should be no mixing of animals from different herd numbers on the same holding, and/or with or without vehicles, and to do all acts consistent with the rights of ownership and possession conferred on the Owner/Licensor, provided however that no such acts are inconsistent with the terms of this Agreement. The Owner/Licensor retains a right of entry over the lands which are licensed over the duration of the Licence Agreement.
5. The Owner/Licensor agrees that the Licensee may use the lands which are the subject matter of the Licence Agreement for grazing or pasturage and allows the Licensee to use the lands for that purpose and will not interfere with that contractual right on condition that the Licensee complies with his or her contractual obligations under the Licence Agreement.
6. The Licensee shall pay a licence fee or tillage rate to the Owner/Licensor as per details given herein on the Memorandum and in accordance with the said terms and conditions of this Licence Agreement payable in instalments together with deposit and fees (including VAT at the appropriate rate) payable on the signing hereof and the remainder as specified herein in exchange for and in consideration of the use of the Licensor's lands for tillage.
7. The Licensee shall not put on or allow onto or permit the use of the lands which are the subject matter of the Licence Agreement by any animals other than cattle and sheep [**agent confirm**] and will carry public liability insurance in respect of these animals which are lawfully permitted onto the lands.
8. The lands which are owned by the Owner/Licensor shall be used for grazing or pasturage only and any activities which are ancillary to and necessary for grazing or pasturage.
9. The Licensee shall not use the lands which are the subject matter of the Licence Agreement for any other purpose other than that specified in the Licence Agreement.
10. The Licensee shall not, without permission in writing previously obtained from the Owner/Licensor, license or permit any other person or persons to enter the lands whether for the purpose of grazing animals or otherwise.
11. The Licence Agreement remains personal to the Licensee and the Licensee shall not assign, sub-let or transfer the Licence Agreement to another person. The Licence Agreement is not generally binding on successors in title, subject to exceptional circumstances where it may be permitted by means of the equitable doctrine of estoppel or the imposition of a constructive trust. The Licence Agreement shall be

binding on the personal representatives of the Licensor.

12. When the Licence Agreement terminates or expires, the Licensee must vacate the lands which are the subject matter of the Agreement.
13. The Licensee shall on or before the termination of this Licence Agreement remove all the animals off the lands. If for any reason whatsoever the Licensee shall fail to remove all the animals off the lands on or before the termination hereof the Owner/Licensor shall be entitled but without obligation to remove same and any expense relating thereto shall be the responsibility of the Licensee.
14. The Owner/Licensor shall not be responsible or liable for any loss or damage howsoever caused to the Licensee or to any person claiming through the Licensee or to his crops or to the equipment or property of him or any person claiming through him on the lands during the currency of this Licence Agreement and no claim in respect thereof shall be made against the Owner/Licensor by the Licensee. The Licensee shall indemnify the Owner/Licensor against any claims arising in relation to the use and/or occupation of lands owned by the Licensor and licensed by the Licensee over the duration of the Licence Agreement.
15. The Owner/Licensor retains the right to revoke the Licence Agreement at any stage on notice to the Licensee by giving the Licensee fourteen days' notice in writing. The right of revocation by the Owner/Licensor is subject to the terms of the Licence Agreement and the operation of the equitable principles of estoppel where the Licensee may be affected to his or her detriment by the unilateral revocation of the Licence Agreement.
16. In the event of the non-payment of any monies payable under this Licence Agreement or these conditions or any part thereof, the Owner/Licensor shall have a lien upon and be entitled to retain a sufficient number of the animals on the land until the licence fee that is stipulated in the Licence Agreement is paid by the Licensee and in the terms specified in the Licence Agreement. The Owner/Licensor may prevent the Licensee from removing the animals which the Licensee has placed on pasture until the sum owed to the Owner/Licensor is paid by the Licensee in full. On payment of the sum owed under the Licence Agreement, the Owner/Licensor shall release the animals on pasture to the Licensee provided that all other conditions in the Licence Agreement are satisfied. Nothing in this Licence Agreement shall prevent the Licensor from removing the Licensee's stock of the said lands and treating same as trespassers at the determination of this Licence Agreement.
17. In the event of a breach by the Licensee of any term or condition other than the non-payment of any monies due, the Owner/Licensor may serve the Licensee with notice in writing of such default and if the Licensee fails to comply with the terms of such notice within the time specified in the notice, the Owner/Licensor shall be entitled to terminate this Agreement by serving on the Licensee seven days' notice in writing expiring on any day, whereupon this Licence Agreement shall terminate without prejudice to any claim which the Owner/Licensor may have against the Licensee.
18. Any notice or communication which either party intends to give to the other concerning any matter or thing relating to this Licence Agreement shall be deemed to be given if sent by ordinary prepaid post addressed to the other party at the address given in this agreement or other authorised address and any notice so sent shall be deemed to have been properly and effectively given seven days after such posting.
19. Irrespective of the condition of the fences, hedges or other boundaries of the lands at the commencement of this Licence Agreement, the Licensee shall be bound to put and keep fences, hedges or boundaries on the lands which are the subject matter of the Licence Agreement in a state of good order and repair and agrees to be responsible for the existing fences and boundaries and the maintenance of same.

20. The Licensee shall prevent the escape of the Licensee's livestock onto lands adjoining the lands which are the subject of this Agreement and onto public roads and shall indemnify the Owner/Licensor against any claims arising in this respect.
21. The Licensee shall make good any damage which he/she or his/her servants, agents, equipment or livestock may cause to gates, piers, fences or other fixtures or fittings on the lands during the period of the Licence Agreement.
22. The Licensee shall co-operate with the Owner/Licensor in preventing the escape of effluent from any slurry tank or silage pit on the lands. The Licensee shall undertake not to remove any manure from the property or the leaving of hay that he or she may bring thereon for the purpose of feeding stock.
23. The Licensee is deemed to have inspected the lands which are the subject of this Licence Agreement and to be fully aware of the nature and condition thereof and the Owner/Licensor does not warrant that the lands are suitable for the purposes of this Licence Agreement. The Licensee shall be responsible to the Owner/Licensor for any trespass to the land which is the subject matter of the Licence Agreement whether such trespass is caused by him/her or his/her servants, agents or contractors. The Licensee will be deemed to have committed trespass if he or she enters onto land owned by the Owner/Licensor which is not part of the Licence Agreement and where the Owner/Licensor has not given prior consent.
24. The Licensee shall cut and/or remove all weeds, including noxious weeds, that shall grow in or upon the licensed lands in accordance with the requirements of users of agricultural land and in addition shall comply with the statutory requirements in this regard in force during the period of this Licence Agreement.
25. The lands which are the subject of this Licence Agreement shall be maintained in accordance with the requirements under the Single Farm Payment (SFP) Scheme and in accordance with the cross-compliance system which incorporates the statutory management requirements (SMRs), as listed in Article 5 and Annex II to Council Regulation (EC) No.73/2009 of 19 January 2009 establishing common rules for direct support schemes and having regard to Commission Regulation (EC) No.1122/2009 of 29 October 2009 laying down the detailed rules for the implementation of the single payment scheme and the implementation of Council Regulation No.73/2009 as regards cross-compliance.
26. The lands which are the subject of this Licence Agreement shall be kept by the Licensee in a state of good agricultural and environmental condition (GAEC), as defined in Article 6 and Annex III to Council Regulation (EC) No.73/2009 and the animals that are allowed to graze on the lands which shall be kept in accordance with normal husbandry and welfare practices and to the satisfaction of the Owner/Licensor.
27. Both the Owner/Licensor and Licensee shall comply at all times with the statutory provisions and standards for disease eradication which are made or set by the relevant Government Department(s) responsible for agriculture and/or food for the time being in force both on entering the lands and after such entry and shall provide evidence of such compliance with, but not limited to, the Diseases of Animals Act 1966, as amended, if so required.
28. The Licence Agreement does not create or give rise to any legal relations between the Owner/Licensor and Licensee which will affect the normal application of the Single Farm Payment Rules. For ease of clarification, declarations by the Owner/Licensor under the Single Payment Scheme must include all land which forms part of the Licensor's holding, which is defined in art.2(b) of Council Regulation (EC) No.73/2009 as the production units that are actively managed by a farmer, on the 31<sup>st</sup> May each year excluding any land that has been leased or rented out. The Licensee is entitled to include any lands which are licensed from the Owner/Licensor as part of his or her declaration under the Single Payment Scheme.

29. A copy of the Licence Agreement shall be retained by both the Owner/Licensor and Licensee and must be available for inspection at all times by officials of the Department of Agriculture, Food and the Marine.
30. A copy of the Licence Agreement shall be forwarded to the Nitrates section of the Department of Agriculture, Food and the Marine, Johnstown Castle, Wexford for consideration under the Nitrates Directive (Directive 91/676/EEC of 12 December 1991) and the European Communities (Good Agricultural Practice for the Protection of Waters) Regulations 2010 (S.I. No.610 of 2010).
31. These Conditions and the annexed Memorandum and Special Conditions embody the entire understanding of the parties and override and supersede any prior promises, representations, understandings or implications.

**Special Conditions Agreed Between the Owner and Licensee:**

**SCHEDULE**

**ALL THAT AND THOSE** part of the lands contained in Folio \_\_\_\_\_ of the Register edged red on the map attached hereto and containing \_\_\_\_\_ acres statute measure or thereabouts

**IN WITNESS** whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written

**SIGNED AND DELIVERED**

by in the presence of;-

\_\_\_\_\_  
\_\_\_\_\_

**Witness signature** \_\_\_\_\_

**Witness name**  
**(Block capitals)** \_\_\_\_\_

**Occupation** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**SIGNED AND DELIVERED**

by in the presence of;-

\_\_\_\_\_  
\_\_\_\_\_

**Witness signature** \_\_\_\_\_

**Witness name**  
**(Block capitals)** \_\_\_\_\_

**Occupation** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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