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Grazing licence

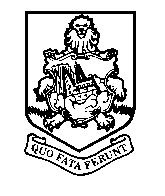
………………………………………………….

Government of Bermuda

TO

………………………………………………….

All that land comprising 1.817acres situated at Wilderness lane in Smiths Parish in the Islands of Bermuda



Estate Management,

Ministry of Public Works

City of Hamilton

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**THIS LICENCE** is dated 1st September 2015

Parties

1. Minister of Public Works for and on behalf of the Government of Bermuda
2. …………………………………………………………………………………

Agreed terms

# Interpretation

The following definitions and rules of interpretation apply in this licence.

## Definitions:

Commencement Date**:** from and including ……………………………….

Competent Authority**:** any statutory undertaking or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Grazing Land**:** the 1.817 acres land shown edged red on the Plan and more particularly described in Schedule 1.

Licence Fee**:** the sum of $…………….. per annum payable from ………………….

Legal Obligation**:** any Bermuda Statutes, Statutory Instruments, Orders, Regulations, Directives or Codes of Practice for the time being in force.

Licence Period**:** the period from and including the Commencement Date until the date on which this licence is determined in accordance with clause 12.

Permitted Use**:** to use the Grazing Land for the purpose of grazing animals only.

Rights**:** the rights set out in Schedule 2.

Service Media**:** all media for the supply or removal of electricity, water, sewage, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

## Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.

## A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.

## A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## A reference to laws in general is a reference to all local laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

## A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

## A reference to **writing** or **written** excludes fax and e-mail.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

## References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

## Any words following the terms **including, include, in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Bermuda.

# Licence to occupy

## Subject to the terms of this licence, the Licensor permits the Licensee to occupy the Grazing Land and to exercise the Rights for the Licence Period and for the purposes of the Permitted Use only in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Grazing Land for the Permitted Use).

## The Licensor and the Licensee acknowledge that:

### the Licensee shall occupy the Grazing Land as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;

### the Licensor retains control, possession and management of the Grazing Land and the Licensee has no right to exclude from the Grazing Land the Licensor or others authorised by the Licensor;

### this licence is personal to the Licensee and is not assignable and the Rights may only be exercised by the Licensee or the Licensee's employees;

### the Licensor and others authorised by the Licensor may enter the Grazing Land for any purpose other than for grazing so far as is not inconsistent with the Licensee's use of the Grazing Land for the Permitted Use;

### the Licensee will ensure the transmitter towers are fenced with electrical fences and are accessible by the transmitter tower owners and employees .

## The Licensor gives no undertaking to renew or extend the licence.

## Without prejudice to the Licensor's rights under clause 12, the Licensor may at any time on giving not less than 14 days notice require the Licensee to transfer the Licensee's livestock to alternative land elsewhere and the Licensee shall comply with the requirement without objection.

# Licence Fee

The Licensee shall pay the Licensor the Licence Fee of $................. annually in advance without any deduction.

# User

## The Licensee shall use the Grazing Land only for the purpose of the Permitted Use.

## The Licensee shall not permit more than **20 calves & dry cattle** to graze on the Grazing Land at any time, managed with a strip grazing regime utilising portable electric fences to ensure the herd is moved periodically across the pasture.

## The Licensee agrees in the interest of good husbandry to remove the herd from the land after 3 months continuous grazing and to allow the field to recover for 3 months before re-introducing the herd for a new period of 3 months..

## The Licensee may mow the grass on the Grazing Land once during the Licence Period and may remove and keep the grass cut on that occasion provided that the Licensee mows and removes the grass in a way that does not damage the pasture.

## The Licensee shall not in any circumstances use the Grazing Land for the training or exercising of horses in connection with a livery, riding school or any other non-agricultural business.

# Maintenance of the Grazing Land

The Licensee shall:

### keep the Grazing Land clean, tidy and clear of rubbish;

### ensure the water and feed troughs are moved each week to ensure the ground is not degraded

### notify the Licensor immediately if the Licensee finds growing on the Grazing Land any injurious weeds or other trees and to remove the injurious weeds or trees.

### at the end of the Licence Period leave the Grazing Land in a clean and tidy condition and remove the Licensee's livestock, equipment and goods from the Grazing Land.

# Alterations, additions and planning applications

## The Licensee shall not make any alteration or addition to the Grazing Land except that the Licensee is permitted to erect temporary livestock handling equipment on the Grazing Land for the handling of livestock grazed on the Grazing Land.

## The Licensee shall not apply for any planning permission in respect of the Grazing Land.

# Insurance

## The Licensee shall not to do anything that may vitiate in whole or in part any insurance effected by the Licensor in respect of the Grazing Land or the Licensor's Holding.

## The Licensee shall maintain throughout the Licence Period insurance for a minimum amount of $500,000 against liability to third parties for loss, injury or damage arising from the Licensee's use of the Grazing Land including any liability arising because of an escape of any livestock.

# Compliance with Licensor's requirements and statutes

## The Licensee shall not to obstruct Wilderness Lane or other roadway leading to the Public Road

## The Licensee shall not bring any diseased animals onto the Grazing Land.

## The Licensee shall comply with:

### any rules and regulations governing the Licensee's use of the Grazing Land that the Licensor may make and notify to the Licensee in writing from time to time;

### all laws, requirements and recommendations of any suppliers of any services to the Grazing Land; and

### all Animal Legislation.

# Nuisance

The Licensee shall not do or permit to be done anything on the Grazing Land that is illegal or that may be or become a nuisance, (whether actionable or not) cause damage, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property or any other persons or which may infringe any Legal Obligation.

# Indemnity

The Licensee shall indemnify the Licensor and keep the Licensor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Licensor arising out of or in connection with:

### any breach by the Licensee of the terms of this licence;

### any breach by Licensee of any Cross Compliance Conditions;

### any breach by the Licensee of the Animal Regulations; or

### the escape of any livestock from the Grazing Land

# Trespass

The Licensee shall not permit any trespass on the Grazing Land.

# Termination

## This licence shall end on the earliest of:

### immediately on written notice given by the Licensor to the Licensee at any time in respect of a breach of the licence by the Licensee or following the death of the Licensee.

## Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

# Notices

## Except where this licence specifically states that a notice need not be in writing, any notice given under or in connection with this licence shall be:

### in writing and for the purposes of this clause an e-mail is not in writing; and

### given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

## If a notice complies with the criteria in clause 13.1, whether or not this licence requires that notice to be in writing, it shall be deemed to have been received:

### if delivered by hand, at the time the notice is left at the proper address;

### if sent by pre-paid first-class post on the second working day after posting.

## This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# Costs

On completion of this licence, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges, expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this licence,

# No warranties for use or condition

## The Licensor gives no warranty that the Grazing Land is or will remain fit for the Permitted Use

## The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 15.1.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Limitation of Licensor's liability

## Subject to clause 16.2, the Licensor is not liable for any of the following:

### the death of, or injury to the Licensee, its employees, or invitees to the Grazing Land; or

### damage to any property of the Licensee or that of the Licensee's employees, or other invitees to the Grazing Land; or

### any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, or other invitees to the Grazing Land in the exercise or purported exercise of the rights granted by *Schedule 2*.

## Nothing in clause 16.1 shall limit or exclude the Licensor's liability for:

### death or personal injury or damage to Land caused by negligence on the part of the Licensor or its employees or agents; or

### any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

# Third party rights

A person who is not a party to this licence shall not have any rights to enforce any term of this licence.

# Disputes

Any dispute arising under this licence shall be determined by an independent expert, who shall act as an expert and not as an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's appointment. The parties are entitled to make written submissions to the expert. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

This licence has been entered into on the date stated at the beginning of it.

1. The Grazing Land

|  |  |  |
| --- | --- | --- |
| **Drawing reference number** | **Description** | **Acreage** |
| 5510/046/331 | Wilderness Lane,  Town Hill, Smiths | 1.817 acres |

1. Rights granted to the Licensee

Right to use the Accessway

The Licensee may pass and repass over and along the Wilderness Lane and other private estate roads to South Public Road for all purposes permitted under this licence but not for any other purpose.

Right to use Service Media

The Licensee may use the Service Media on the Grazing Land and will establish appropriate accounts with providers for such Services.

|  |  |
| --- | --- |
| Signed as a Deed for and on behalf of …………………… in the presence of: | .......................................  [Name] |
|  |  |
|  | ....................................... |
|  | [Name} |
| Signed as a Deed by the Minister of Public Works for and on behalf of the Government of Bermuda in the presence of: | .......................................  …………………………  [Name] |