
STANDARD SEASONAL GRAZING CONDITIONS

of

THE CHURCH OF SCOTLAND GENERAL TRUSTEES

1. The Tenant shall free and relieve the General Trustees and the Minister of the Parish of and from any rates exigible in connection with the subjects of let in respect of the whole rating year of which the grazing season forms part, it being stipulated that if the season overlaps into two rating years the Tenant shall be responsible for one year's rates only but that the General Trustees shall nominate which rating year's rates are to be met by the Tenant.
2. The Tenant accepts the land as it stands and in its condition at the date of entry and neither the General Trustees nor the Minister of the Parish shall have any responsibility for repair, maintenance or renewal of walls, fences, hedges, gates, drains, water supplies, etc. The Tenant shall carry through such repairs or renewals of these as may be necessary for the Tenant's purposes and shall leave the same at the end of the season in as good order as they were at the beginning of the season fair wear and tear excepted, it being understood that if the Tenant does carry out any renewals of fixed equipment no compensation shall be payable in respect thereof. The Tenant shall further cut any hedges and all weeds which require cutting during the period of let and be responsible for the proper shepherding of stock and take all necessary steps to prevent animals from straying. Neither the General Trustees nor the Minister of the Parish will have any responsibility for any accident to or loss of stock from whatever cause.
3. The Tenant will not be entitled to assign the let or grant any sub-let or licence to use without the prior written consent of the General Trustees.
4. The Tenant will not have any rights to cut down or interfere with any trees on the land.
5. The Tenant shall not have the right to cultivate any of the land.
6. The Tenant shall neither over-graze the land to the detriment of the pasture nor over-stock the land so as to endanger the health of the stock or the durability of the pasture nor without the written permission of the General Trustees use the land or any part thereof for the keeping of horses, ponies, donkeys, bulls, pigs or poultry.
7. Except where otherwise specifically provided the Tenant shall enjoy no rights of access to the subjects of let over or across the Manse drive or any part of the Manse grounds.
- 8./

8. In the event of the General Trustees wishing to resume any part of the land for use for non-agricultural purposes they shall be entitled to do so at any time on giving one month's notice. The Tenant shall be entitled to a reduction in rent for the remaining period of the let proportionate to the reduction in acreage held.
9. The Tenant shall remove all stock from the subjects of let at the expiry of the grazing season without any warning from the General Trustees in that regard.
10. No fallen stock shall be buried on the land and such stock shall be removed from the land for disposal within 24 hours of death.
11. Any plan of the land referred to in any advertisement or missive of let shall not be warranted and the Tenant shall be deemed to have satisfied himself/herself as to the extent and particulars thereof.
12. In the event that the Glebe lies within a designated Nitrate Vulnerable Zone as defined in the Action Programme for Nitrate Vulnerable Zones (Scotland) Regulations 2008 (the Regulations), the Tenant shall be responsible for complying with and implementing the terms of the Regulations and any Regulations or others enacted or to be enacted in connection therewith, all at the Tenant's own expense.

It is expressly provided that the Tenant shall not apply any Nitrogen fertilisers, livestock or organic manures and/or slurry without the prior written approval of the said General Trustees. In the event of the General Trustees granting such approval the Tenant shall set up records and a fertiliser and manure plan for the land, all as provided for in the Regulations, and will send said records and plan to the General Trustees at the termination of the let or if called upon to do so by them at any time during the currency of the let.

13. It is understood that any fertilisers, manures or slurry which may be applied by the Tenant to the land as aforesaid are applied for the Tenant's benefit and that no compensation shall be payable at the end of the season in respect of any such unexhausted application(s).
14. In the event of breach of any of the foregoing Conditions numbered 3, 4, 5, 6, 10, 12 or 13, the General Trustees shall forthwith be entitled to put an end to the tenancy without liability for abatement of rent in respect of the forfeited period and subject to reservation of any claim for damages competent against the Tenant. In regard to considering whether the Tenant is in breach, the General Trustees shall have regard, where appropriate, to any findings of the Scottish Executive Environment and Rural Affairs Department's monitoring of the grazing in terms of the Single Farm Payment Scheme.