



RHONDDA CYNON TAFF GRAZING SITES

Grazing licences are now being offered at the sites listed below.

All tenders are to be submitted to Stephen Watkins via the post. Please send all tenders to the following postal address:

FAO Stephen Watkins, Ty Trevithick, Abercynon, Mountain Ash, RCT, CF45 4UQ

For further details please contact **Stephen Watkins** on **07392193738**.

Please note that the closing date for tenders is **5:00pm** on **27th September 2024**. All tenderers will be informed of the outcome of their tenders during the week commencing **30th September 2024**.

GRAZING SITE DESCRIPTION	SITE ADDRESS	SITE USE
LAND AT BWLCH-Y-CLAWDD ROAD, CWMPARC	LAND AT BWLCH-Y-CLAWDD ROAD, CWMPARC	GRAZING PURPOSES FOR NO MORE THAN 3 HORSES AT ANY GIVEN TIME. LAND TO BE RESTED FOR 1-MONTH PER SEASON FROM DECEMBER TO JANUARY.

Please be advised that the Council has made some minor changes to the licence terms to better manage the Council sites being offered. All applicants should satisfy themselves that they are able to meet the revised terms prior to submitting of any bids.

The terms of the grazing licence will be as follows:

- 1. THE LICENCE SHALL BE FOR A 4-YEAR TERM COMMENCING ON 1ST NOVEMBER 2024 AND TERMINATING ON THE 31ST MARCH 2028.**
- 2. THE RENT PAYABLE IN RESPECT OF THE TENANCY HEREBY GRANTED SHALL BE PAYABLE IN ADVANCE EACH YEAR, WHETHER DEMANDED OR NOT.**

3. THE RENT IS TO COMMENCE FROM THE 1ST NOVEMBER 2024.

4. THE LAND SHALL BE USED SOLELY FOR GRAZING PURPOSES AND FOR NO OTHER PURPOSES WHATSOEVER, INCLUDING ANY TRADE, BUSINESS OR COMMERCIAL USE. THE LAND SHALL ALSO NOT BE USED FOR THE TRAINING OR EXERCISING OF HORSES IN CONNECTION WITH A LIVERY, RIDING SCHOOL OR ANY NON-AGRICULTURAL BUSINESS.

5. THE LICENSEE SHALL NOT PERMIT ANY MORE THAN 3 HORSES TO GRAZE ON THE LAND AT ANY GIVEN TIME.

THE LICENSEE SHALL ALSO ENSURE THAT NO DISEASED ANIMALS ARE BROUGHT ONTO THE LAND, NOR ANY DISEASED ANIMALS TO REMAIN ON THE LAND SHOULD THEY BECOME DISEASED AFTER THEY ARE BROUGHT ONTO THE LAND.

6. A COPY OF THE PASSPORT FOR ANY EQUINE AND BOVINE LIVESTOCK THAT WILL GRAZE THE LAND MUST BE SUBMITTED PRIOR TO CONSENT BEING GIVEN TO GRAZE THE LAND. ALL REQUIRED LIVESTOCK MOVEMENT PROCEDURES MUST BE ADHERED TO (INCLUDING OBTAINING A TEMPORARY COUNTY PARISH HOLDING NUMBER (CPH) IF NECESSARY FOR THE GRASS KEEP) AND ALL LIVESTOCK MUST BE CORRECTLY IDENTIFIED IN ACCORDANCE WITH ANIMAL HEALTH LAW.

THE PASSPORTS MUST HAVE THE LICENSEE AS THE NAMED OWNERS OF THE LIVESTOCK. IF WITHIN THE LICENCE PERIOD, THERE IS A CHANCE OF LIVESTOCK THE RELEVANT DOCUMENTATION FOR THE LIVESTOCK MUST BE SHOWN TO THE COUNCIL PRIOR TO THE LIVESTOCK BEING PLACED ON THE LAND. ANY LIVESTOCK FOUND TO BE ON THE LAND AND NOT AS PER THE DOCUMENTATION PROVIDED WILL BE REPORTED TO THE ANIMAL WELFARE DEPARTMENT AND MAY BE TREATED AS ABANDONED.

7. NO PERMANENT STRUCTURE (OR BASE) ARE TO BE ERECTED ON THE LAND. ONLY TEMPORARY STRUCTURES WILL BE PERMITTED.

8. NO ALTERATIONS ARE TO BE MADE TO THE LAND WITHOUT THE COUNCILS PRIOR WRITTEN CONSENT. THIS TERM ALSO INCLUDES THE FELLING OF TREES, AS NO TREES ARE TO BE FELLED WITHOUT WRITTEN PRIOR CONSENT FROM THE COUNCIL.

9. THE LICENSEE SHALL BE RESPONSIBLE FOR ALL OUTGOINGS, INCLUDING RUNNING OF THE AREA, ALL MAINTENANCE OF THE AREA AND THE PROVISION OF A BOUNDARY FENCE, INCLUDING ONGOING REPAIRS OF THE BOUNDARY FENCE, TO ENSURE THE SITE IS MADE SECURE AT ALL TIMES.

10. THE LICENSEE IS TO VACATE THE LAND IN ORDER TO ALLOW THE LAND TO REST BETWEEN DECEMBER TO JANUARY ON EACH YEAR FOR THE DURATION OF THE LICENCE.

11. ANY STATUTORY CONSENTS OR PERMISSIONS WHICH MAY BE REQUIRED ARE THE LICENSEES RESPONSIBILITY. THE COUNCIL WILL NOT BE HELD RESPONSIBLE FOR ANY ACTION OR CONSEQUENCE RESULTING FROM THE TENANTS FAILURE TO APPLY FOR OR COMPLY WITH SUCH CONSENTS.

12. THE LICENSEE SHALL NOT ASSIGN, UNDERLET OR PART WITH POSSESSION OF THE LAND IN WHOLE OR PART.

THE LICENSEE SHALL ALSO NOT PERMIT ANY TRESPASS ON THE LAND.

13. THE LICENSEE SHALL NOT DO, OR PERMIT TO BE DONE ON THE LAND, ANY ACT WHICH MAY CAUSE UNREASONABLE NUISANCE OR ANNOYANCE TO THE ADJOINING OR NEIGHBOURING PROPERTIES OR THE OWNER OR OCCUPIERS OF THE ADJOINING PROPERTIES.

14. OCCUPATION IS ENTIRELY AT THE LICENSEES OWN RISK AND THE COUNCIL IS TO BE FULLY INDEMNIFIED AGAINST ANY LOSS, DAMAGES, THIRD-PARTY CLAIMS OR ACTION THAT MAY ARISE AS A RESULT OF THE LICENSEES OCCUPATION AND USE OF THE LAND.

THE LICENSEE IS TO MAINTAIN THROUGHOUT THE ENTIRETY OF THE LICENCE PERIOD INSURANCE FOR A MINIMUM AMOUNT OF SEVEN AND A HALF MILLION POUNDS.

15. THE LICENSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY RATES, TAXES, ASSESSMENT DUTIES AND ALL OTHER OUTGOINGS WHATSOEVER, WHICH NOW OR DURING THE PERIOD OF THE LEASE SHALL BE ASSESSED OR CHARGED ON SITE.

16. THE LICENSEE WILL UNDERTAKE SUCH RISK ASSESSMENTS AS MAY BE REQUIRED FOR THE SAFE AND EFFECTIVE USE OF THE PREMISES.

17. THE LICENSEE SHALL NOTIFY THE LICENSOR IMMEDIATELY IF THE LICENSEE LOCATES ANY INJURIOUS WEEDS SPECIFIED IN EITHER THE WEEDS ACT 1959 OR THE RAGWORT CONTROL ACT 2003 GROWING ON THE LAND, IN ORDER TO CO-OPERATE WITH THE LICENSOR TO ENABLE THE LICENSOR TO REMOVE THE INJURIOUS WEEDS.

18. THE LICENSEE SHALL NOT OBSTRUCT ANY ACCESSWAY OR RIGHT OF WAY OR ALLOW OTHERS TO OBSTRUCT THEM.

19. ANY RIGHTS TO SECURITY OR COMPENSATION UNDER THE LANDLORD & TENANT ACT 1954 ARE TO BE EXCLUDED.

20. THE COUNCIL SHALL HAVE THE RIGHT TO RE-ENTER THE LAND AT ANYTIME IF:

(A) THE LICENSEE IS IN BREACH OF ANY TERM OR CONDITION OF THE TENANCY

(B) THE LICENSEE SHALL BECOME BANKRUPT OR COMPOUND WITH THEIR CREDITORS

21. THE LICENSEE IS TO LEAVE THE SITE IN A CONDITION WHICH IS SATISFACTORY TO THE COUNCIL AT THE END OF THE TENANCY.

22. THE LICENCE MAY BE TERMINATED, BY EITHER PARTY, BY ONE-MONTHS WRITTEN NOTICE.

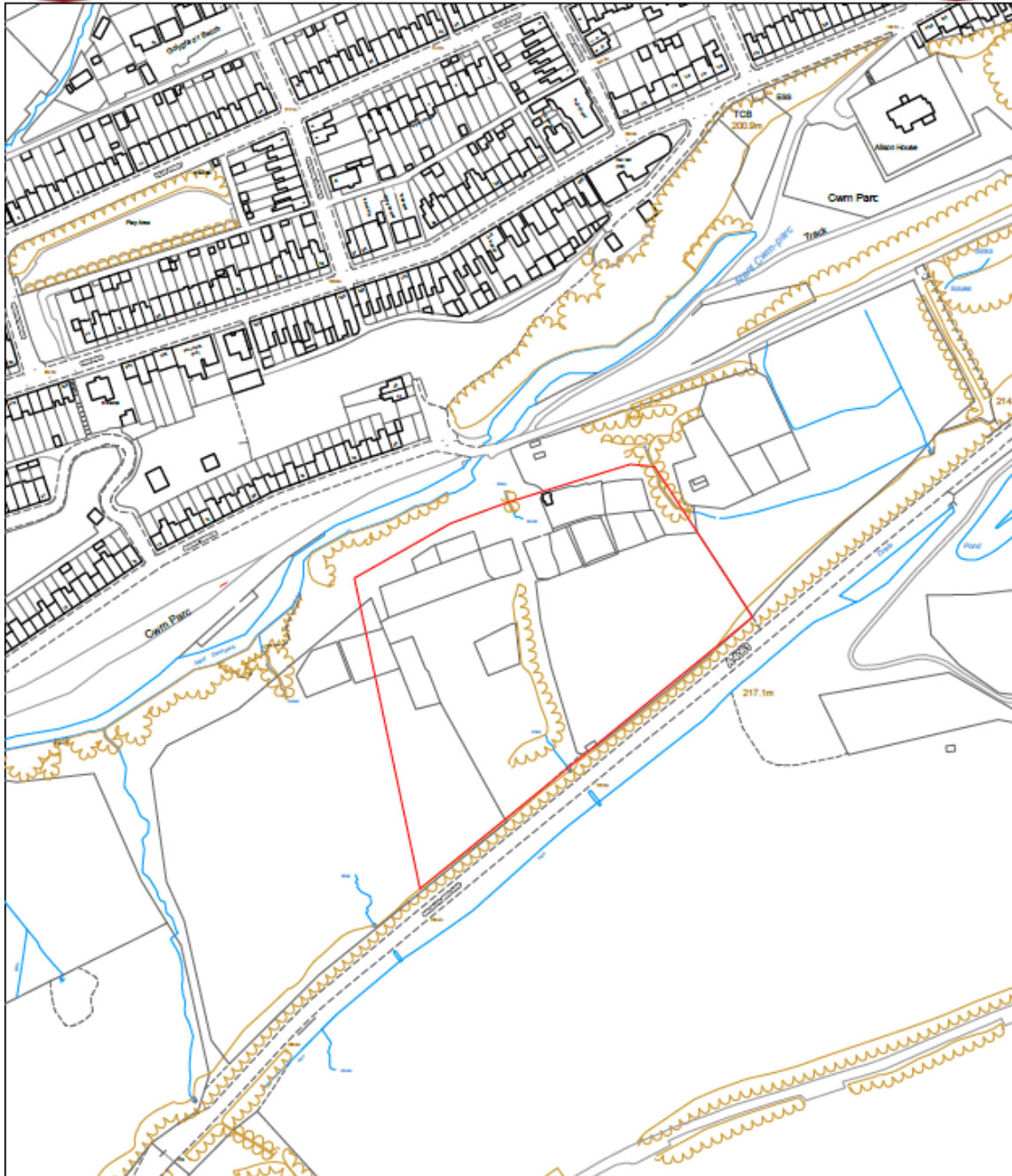
23. THE LICENSEE IS TO BE RESPONSIBLE FOR THE COUNCILS LEGAL FEES OF £120.00 (ONE HUNDRED AND TWENTY POUNDS) AND SURVEYORS FEES OF £75.00 (SEVENTY-FIVE POUNDS) IN RELATION TO THIS LICENCE.

24. THE COUNTY BOROUGH LEGAL AND DEMOCRATIC SERVICES OFFICES TO INCLUDE ANY TERMS WHICH MAY BE DEEMED NECESSARY.

Plan



EIDDO'R CYNGOR / CORPORATE ESTATES
Ty Trevithick, Abercynon CF45 4UQ



Teitl/Title: Bwlch Y Clawdd Road, Land at , Cwmparc

Sylwadau/
Comments << >>

GOG/N



Graddfa ar A4/Scale at
A4: 1:2500
Lleoliad/ 294907E
Location: 195795N
Dyddiad/
Date: 24/05/2024