

## **Dartmoor Commoners' Council: Guidance Note for Council's Recognition of Grazing Rights Provided through Legal Agreements.**

In response to enquiries, Dartmoor Commoners' Council has had to consider the use of grazing rights utilised via letting agreements. The below guidance note is therefore provided. This is not relevant to a Landowner's personal use of grazing rights, including quasi rights or agistments utilised by the Landowner or his/her tenants.

In this Guidance Note, references are as follows:

- 'Landowner' means the owner of lands (including leaseholders with the relevant rights) having the benefit of common rights as registered under the Commons Registration Act 1965 and also registered in the Register maintained by the Dartmoor Commoners' Council as required by Section 7 of the Dartmoor Commons Act 1985.
- 'Land' means land to which there are registered as appurtenant, rights of common, otherwise referred to herein as grazing rights.
- 'Council' means the Dartmoor Commoners' Council.
- 'Rights' means the right of grazing appurtenant to land and as registered in the Register maintained by the Council under the provisions of Section 7 of the Dartmoor Commons Act 1985.
- 'Intended Grazier' means any person who is intending to enter into an agreement with a Landowner in accordance with this guidance, and who after completion of the agreement and registration thereof as required herein with the Council and all and any other bodies or authorities, shall be referred to as the Grazier.

Council recognises all common grazing rights registered on the Council's Register and accepts that a Grazier is entitled to use common grazing rights that are provided through tenancy agreements falling within the provisions of the Agricultural Holdings Act 1986 and the Agricultural Tenancies Act 1995 but in the case of a tenancy agreement made under the 1995 Act then only provided that the Agreement complies with Condition 2 below.

Council is prepared to consider additional forms of legal agreement between a Landowner and an Intended Grazier provided that the agreement includes the criteria set out below and that a letter confirming acceptance of the required information and actions is signed by the Landowner and the Intended Grazier. In this Guidance Note the term agreement is used to include agreements, as referred to in the above paragraph, and all forms of share farming agreements, contracts

and licences to graze presented to Council after January 2020 and complying with the Conditions set out herein.

For Council to accept any agreement and enable the associated grazing rights to be activated the following information must be provided and requirements met:

1. All agreements must specify what type of agreement or licence is being entered into.
2. The agreement must not be for less than two years (24 months) from the date of receipt of the agreement by Council and should not commence without the prior written consent of Council.
3. The name and CL number of the common on which the rights are to be used must be specified.
4. Both parties (the Landowner and the Intended Grazier) must be clearly identified along with the land concerned (or part thereof). Plans should show edged red or in some other definitive colour the extent of the land by reference to individual fields measured and annotated in acres and hectares or in acres or hectares alone.
5. The land must be solely and exclusively available to the Intended Grazier for agricultural use for the entire duration of the agreement. The agreement shall not be assignable or transferable.
6. Where only a portion of the land is available the agreement will identify the pro rata split showing how many rights the Intended Grazier shall be permitted to use. Council will reserve the right to determine any apportionment of rights.
7. The Intended Grazier must assume full responsibility for the utilisation of the rights, inform the Local Commoners' Association of the agreement three months prior to turning stock out, and strictly adhere to the provisions of The Dartmoor Commons Act 1985 ("the Act") including the Regulations prepared by Council under Section 5 of the Act, and any other such regulations as Council may make pertinent to the grazing of the commons.
8. Fees or Consideration due to Council in accordance with the provisions of Section 16 Part IV of the Dartmoor Commoners Act 1985 shall be paid by the Grazier.
9. The animals grazed shall be turned out and managed from the land against which the rights are registered. The number and type(s) of livestock to be grazed must be compliant with the registered grazing rights and be specified.
10. Council will retain a copy of the whole agreement which shall not be disclosed to third parties.
11. At the conclusion of the agreement the Grazier shall inform Council and the Local Commoners' Association, and the Grazier will immediately remove any animals depastured on the commons under the agreement.
12. The Grazier will ensure all actions are compliant with Council's guidance on Hefting and Learing, and all other Codes of Guidance which Council has issued or may issue from time to time.

All actions must be compliant with Council's Regulations confirmed by the Secretary of State for the Environment on the third of August 1990 and any amendments thereto.

In particular:

- Council must be notified of the intention to graze not less than 28 days prior to grazing commencing.
  - All stock must be leared to the relevant common.
  - All stock must be appropriately marked in accordance with Council's Register of Marks.
13. Council retains absolute discretion to recognise any agreement and will fairly consider each on its individual merits. Such recognition is liable to be withdrawn on the giving of three months written notice in the event that Council considers there has been any misrepresentation or behaviour contrary or detrimental to the proper use of the commons.
14. The Council accepts no liability in respect of any agreement.

Guidance note approved by Dartmoor Commoners' Council in December 2019.