

# Grazing Arrangements



Any form of grazing arrangement should be documented formally. By not entering into a formal written agreement, landowners are risking potential secure tenancy claims from the graziers.

The following agreements provide suitable options in almost all circumstances:-

#### Profit à Prendre

This is the right granted by the landowner to take something from the land, which in the case of horses is grass by grazing. No tenancy of land arises and this can be documented very simply. This can be an attractive option to a landowner as he/she is treated as remaining in possession of the land and remains free to exercise all rights over the land that are not inconsistent with the right of pasturage granted to the horse owner. Furthermore, landowners would be treated (commonly for tax reasons) as continuing to farm the land (i.e. by the growing of a crop of grass on the land).

A profit à prendre is best suited to those of you who turn your horses away for grazing only (this is often the case with polo ponies over the winter months). Technically, supplemental feed (e.g. haylage bales) given to the horses would be at odds with such an arrangement and from a legal perspective, could call into question the nature of the documentation.

#### Grazing Licence

This is a simple form of agreement, made between a landowner and horse owner, permitting the horse owner (non-exclusive) use of the land for grazing. From a landowner's perspective it is very important that, in the event of a dispute, the licence cannot be construed as a tenancy. Therefore, words such as 'landlord,' 'tenant' and 'rent' should not be used and tenancy type

obligations, such as fencing repair, should not be contained in the licence (such responsibilities remain with the landowner).

A grazing licence is best suited to those who want to maintain their horses whilst grazing (i.e. through supplemental feeding and rugging). The licence should be for a fixed period of less than six months and the landowner should ensure that the ponies are removed at the end of the licence period or moved onto additional land for grazing under a new licence.

#### Lease

If a more permanent arrangement is proposed, the landowner should consider granting a lease. Landlord and Tenant obligations will then arise and the Landlord may require the Tenant to keep the land in a good state of repair and condition i.e. maintaining fencing. It is very important that a solicitor undertake the preparation of a lease and the formalities that precede the grant of a lease. Otherwise, there is a risk the landowner will inadvertently confer on the tenant a much higher degree of security of tenure than was ever intended.