



SOCIETY OF
**CHARTERED
SURVEYORS**
IRELAND

Tillage Licence Agreement Template



RICS

the mark of
property
professionalism
worldwide



Tillage Licence Agreement



TILLAGE LICENCE Memorandum of Licence Agreement

I,of.....
(Insert address) with Herd Number.....
(Hereinafter called the “the Licensee”)

Hereby agree to take under contractual licence and/or enter into a contractual arrangement for the purposes of conacre or tillage for the season(s)/period commencing on the.....day of.....201.....and ending on the.....day of.....201.....

And for a fixed term of.....months/years*
(Hereinafter referred to as “the Licence Agreement”)

And subject to the conditions overleaf, part of the lands of
..... (Including Townland,
Barony and County as well as Land Parcel Identification System (LPIS) Number where appropriate) in the Folio (insert Folio Number)¹ and ALL THAT AND THOSE the property described in the Schedule hereto²

Which are in and will remain in the ownership of
.....of.....
(Insert address) with Herd Number.....
(Hereinafter called “the Owner/Licensor”)

And which are denoted by the map affixed or appended to this Licence Agreement

And which contain or include.....hectares/acres*

At the rate of €.....plus VAT per hectare/acre* (insert rate of licence fee)

* Delete as Appropriate

¹ A signed map of the lands which are the subject matter of the conacre/tillage Licence Agreement should be appended to or annexed to the Memorandum of Agreement.

² The signed map should be included in the Schedule described and the lands which the subject of the conacre/tillage Licence Agreement should be clearly denoted.

I, the Licensee, agree to pay to the Property Service Provider, as that term is defined in the Property Services (Regulation) Act 2011, on the signing of this Licence Agreement, 50% of the total licence fee as first Moiety, together with cheque, or in the alternative other forms of payment including electronic payment, for the second Moiety which may be post-dated to (insert date) or paid on the.....(insert date)

Amount of Licence Fees or Rate including VAT	€
TOTAL	€
Deposit Payable Now	€
Post Dated Cheque/Payment for Second Moiety	€

We,** acknowledge receipt of the sum of €..... being payment of the Deposit, and VAT together with Post-Dated Cheque for Second Moiety.

** Insert name of auctioneering practice or name of Property Service Provider

Person	Signature		Signature
Owner/Licensor		WITNESS	
Licensee		WITNESS	
Property Service Provider		DATE	

TILLAGE LICENCE AGREEMENT CONDITIONS

1. The lands which are the subject of this Licence Agreement are licensed for conacre or tillage only at the payment(s) specified in the Memorandum hereto attached and do not give rise to a give rise to a tenancy, including, *inter alia*, a fixed-term tenancy, implied tenancy or periodic tenancy, between the Owner/Licensor and Licensee over the duration of the Licence Agreement or thereafter.
2. Nothing in the Memorandum hereto or in the conditions attached to the Memorandum shall be deemed to create a tenancy or demise of land, estate or interest in land or anything in the nature thereof. The Owner/Licensor retains ownership of the lands which are the subject matter of the tillage or conacre Licence Agreement at all times.
3. The Licensee has the contractual right to use the lands which are the subject matter of the Licence Agreement for tillage or conacre but does not have the right to exclusive possession and does not have full and unlimited control or dominion over the lands.
4. The Owner/Licensor has an absolute right to pass through or enter the lands that are licensed to the Licensee at any time and to do all acts consistent with the rights of ownership and possession conferred on the Owner/Licensor, provided however that no such acts are inconsistent with the terms of this Agreement.
5. The Owner/Licensor retains a right of entry over the lands which are the subject of the Licence Agreement over the duration of the Licence Agreement.
6. The Owner/Licensor agrees that the Licensee may use the lands which are the subject matter of the Licence Agreement for conacre or tillage and allows the Licensee to use the lands for that purpose and will not interfere with that contractual right on condition that the Licensee complies with his or her obligations under the Licence Agreement.
7. The Licensee shall pay a licence fee or tillage rate as per details given herein on the Memorandum and in accordance with the said terms and conditions of this Licence Agreement payable in instalments together with deposit and fees (including VAT at the appropriate rate) payable on the signing hereof and the remainder as specified herein in exchange for and in consideration of the use of the Licensor's lands for tillage.
8. The lands which are owned by the Owner/Licensor and which are licensed by the Licensee shall be used for tillage only which includes the planting, cultivating and harvesting crops and any activities which are ancillary to and necessary for tillage. The Licensee shall not use the lands which are the subject matter of the Licence Agreement for any other purpose other than that specified in the Licence Agreement.
9. The Licensee shall be conferred with a reasonable right of access and egress to and from the lands which are the subject of this Licence Agreement and the Licensee shall keep the said lands secure from trespass.
10. The Licensee shall not, without permission in writing previously obtained from the Owner/Licensor, license or permit any other person or persons to enter the lands which are the subject matter of the Licence Agreement whether for the purpose of tillage or otherwise.
11. The Licence Agreement remains personal to the Licensee and the Licensee shall not assign, sub-let or transfer the Licence Agreement to another person. The Licence Agreement is not generally binding on successors in title, subject to exceptional circumstances where it may be permitted by means of the equitable doctrine of estoppel or the imposition of a constructive trust. The Licence Agreement shall be binding on the personal representatives of the Licensor.

12. When the Licence Agreement terminates or expires, the Licensee must vacate the lands which are the subject matter of the Agreement.
13. The Owner/Licensor shall not be responsible or liable for any loss or damage howsoever caused to the Licensee or to any person claiming through the Licensee or to his crops or to the equipment or property of him or any person claiming through him on the lands during the currency of this Licence Agreement and no claim in respect thereof shall be made against the Owner/Licensor by the Licensee. The Licensee shall indemnify the Owner/Licensor against any claims arising in relation to the use and/or occupation of lands owned by the Licensor and licensed by the Licensee over the duration of the Licence Agreement.
14. The Owner/Licensor retains the right to revoke the Licence Agreement at any stage on notice to the Licensee by giving the Licensee fourteen days' notice in writing. The right of revocation by the Owner/Licensor is subject to the terms of the Licence Agreement and the operation of the equitable principles of estoppel where the Licensee may be affected to his or her detriment by the unilateral revocation of the Licence Agreement.
15. In the event of the non-payment of any monies payable under this Licence Agreement or these conditions or any part thereof the Owner/Licensor retains ownership over the crop that that has been planted or is to be harvested until the licence fee that is stipulated in the Licence Agreement is paid by the Licensee and in the terms specified in the Licence Agreement. The Owner/Licensor may prevent the conacre holder or Licensee from removing the crop whether it is harvested or not until the sum owed to the Owner/Licensor is paid by the Licensee in full. On payment of the sum owed under the Licence Agreement, the Owner/Licensor shall release the crop to the Licensee provided that all other conditions in the Licence Agreement are satisfied.
16. In the event of a breach by the Licensee of any term or condition in the Licence Agreement other than the non-payment of any monies due, the Owner/Licensor may serve the Licensee with notice in writing of such default and if the Licensee fails to comply with the terms of such notice within the time specified in the notice, the Owner/Licensor shall be entitled to terminate this Agreement by serving on the Licensee seven days' notice in writing expiring on any day, whereupon this Licence Agreement shall terminate without prejudice to any claim which the Owner/Licensor may have against the Licensee.
17. Any notice or communication which either party intends to give to the other concerning any matter or thing relating to this Licence Agreement shall be deemed to have been properly given if sent by ordinary prepaid post addressed to the other party at the address given in this agreement or other authorised address and any notice so sent shall be deemed to have been properly and effectively given seven days after such posting.
18. Irrespective of the condition of the fences, hedges or other boundaries of the lands at the commencement of this Licence Agreement, the Licensee shall be bound to put and keep fences, hedges or boundaries in a state of good order and repair and agrees to be responsible for the existing fences and boundaries and the maintenance of same.
19. The Licensee shall remove all straw and waste matter off the lands within one week of cutting the crop in the season(s) which is/are the subject matter of the Licence Agreement. Subject to this, the Licensee shall on the termination of this Licence Agreement clear the lands of his crops, property and equipment and remove all waste created or caused by him or by any servant, agent or contractor of his. In the event of straw and waste matter remaining on the lands seven days after the expiry of the letting season which is the subject matter of the Licence Agreement, the Owner/Licensor shall be entitled to remove, destroy or sell the straw or waste matter on giving to the Licensee seven days' notice in writing to expire on any day of his intention to do the same.

20. The Licensee is deemed to have inspected the lands which are the subject of this Licence Agreement and to be fully aware of the nature and condition thereof and the Owner/Licensor does not warrant that the lands are suitable for the purposes of this Licence Agreement. The Licensee shall be responsible to the Owner/Licensor for any trespass to the land which is the subject matter of the Licence Agreement whether such trespass is caused by him or his servants, agents or contractors. The Licensee will be deemed to have committed trespass if he or she enters onto land owned by the Owner/Licensor which is not part of the Licence Agreement and where the Owner/Licensor has not given prior consent.
21. The Licensee shall cut and/or remove all weeds, including noxious weeds, in accordance with the requirements of users of agricultural land and in addition shall comply with the statutory requirements in this regard in force during the period of this Licence Agreement.
22. The lands which are the subject of this Licence Agreement shall be maintained in accordance with the requirements under the Single Farm Payment (SFP) Scheme and in accordance with the cross-compliance system which incorporates the statutory management requirements (SMRs), as listed in Article 5 and Annex II to Council Regulation (EC) No.73/2009 of 19 January 2009 establishing common rules for direct support schemes and having regard to Commission Regulation (EC) No.1122/2009 of 29 October 2009 laying down the detailed rules for the implementation of the single payment scheme and the implementation of Council Regulation No.73/2009 as regards cross-compliance.
23. The lands which are the subject of this Licence Agreement shall be kept by the Licensee in a state of good agricultural and environmental condition (GAEC), as defined in Article 6 and Annex III to Council Regulation (EC) No.73/2009 and the animals that are allowed to graze on the lands which shall be kept in accordance with normal husbandry and welfare practices and to the satisfaction of the Owner/Licensor.
24. The Licence Agreement does not create or give rise to any legal relations between the Owner/Licensor and Licensee which will affect the normal application of the Single Farm Payment Rules. For ease of clarification, declarations by the Owner/Licensor under the Single Payment Scheme must include all land which forms part of the Licensor's holding, which is defined in art.2(b) of Council Regulation (EC) No.73/2009 as the production units that are actively managed by a farmer, on the 31st May each year excluding any land that has been leased or rented out. The Licensee is entitled to include any lands which are licensed from the Owner/Licensor as part of his or her declaration under the Single Payment Scheme. A conacre agreement which may be for a fixed period of eleven months is deemed to be eligible under the 'land availability' rule which requires that lands declared as part of the Single Payment Scheme are subject to agricultural activity for a period from the beginning of the year until after the 31st May or for a period before the 31st May to the 31st December.
25. A copy of the Licence Agreement shall be retained by both the Owner/Licensor and Licensee and be available for inspection at all times by officials of the Department of Agriculture, Food and the Marine.
26. A copy of the Licence Agreement shall be forwarded to the Nitrates section of the Department of Agriculture, Food and the Marine, Johnstown Castle, Wexford for consideration under the Nitrates Directive (Directive 91/676/EEC of 12 December 1991) and the European Communities (Good Agricultural Practice for the Protection of Waters) Regulations 2010 (S.I. No.610 of 2010).
27. These Conditions and the annexed Memorandum and Special Conditions embody the entire understanding of the parties and override and supersede any prior promises, representations, understandings or implications.

Special Conditions Agreed Between the Owner/Licensor and Licensee:

Published by the Society of Chartered Surveyors Ireland (SCSI)

No responsibility for loss or damage caused to any person acting or refraining from actions as a result of the material included in this publication can be accepted by the authors or SCSI.

© Society of Chartered Surveyors Ireland. Copyright in all or part of this publication rests with the SCSI and save by prior consent of SCSI, no part or parts shall be reproduced by any means electronic, mechanical, photocopying or otherwise, now known or to be advised.