

## Grazing arrangements

There are many instances in which horse owners would like to take grazing, but landowners are reluctant to enter into an agreement that may constitute a tenancy. The following arrangements can provide a solution acceptable to both horse owner and landowner in these circumstances:

### A licence

A licence is a simple form of agreement between landowner and horse owner permitting the horse owner (non-exclusive) use of the land for grazing. From a landowner's perspective the use of the licence may be better limited to situations where the arrangement between landowner and horse owner is likely to be of short duration and relates to the grazing of private recreational horses only.

The landowner will wish to ensure that there is no risk of a licence being construed (in the event of a dispute) by the courts as a tenancy. If a tenancy is found to exist rights may be conferred on the horse owner which the landowner never intended the horse owner should have the benefit of. The risk to the landowner is avoided if:

- the licence agreement does not use the language of landlord and tenant (such as the use of expressions such as 'rent')
- the licence agreement does not impose obligations on the horse owner which are of a type that would be imposed on a tenant under a tenancy. For example, an obligation on the part of a horse owner for hedging and ditching, maintenance and repair of fences could be indicative of a tenancy existing rather than a licence

The licence should be a written agreement clearly setting out the following details:

1. the name and address of both the landowner and the horse owner
2. the licence fee payable by the horse owner, and when that fee is due
3. the extent of the land covered by the licence (preferably by reference to a plan)
4. a provision that the horse owner has the permission of the landowner to use the land for grazing. (From the landowner's perspective it is best to make it clear that this is not an exclusive right of the horse owner)
5. clearly defining the period for which the licence will last

### Profit à Prendre

A Profit à Prendre is the right to take something from the land (in the case of horses, grass by grazing, i.e. 'a profit of pasturage'). A Profit à Prendre may be documented very simply; no tenancy of land arises. This can be an attractive option to a landowner as the landowner 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).

## **Agistment**

This is an agreement whereby a landowner agrees to take in horses to graze on the landowner's land in return for a fee. The horse owner attains no tenancy in respect of the landowner's land and no part of the landowner's land is designated specifically for the purposes of the arrangement. Typically under a contract of agistment the horses are returnable to the horse owner on demand. The landowner will want to provide in a contract of agistment that he has a lien on the horses until any monies owing under the contract are paid (failing which the landowner will be entitled to retain a horse or horses until the horse owner has paid his debt to the landowner).

## **Contact**

For further information or advice, please contact:

Mark Charter

E: [mark.charter@bllaw.co.uk](mailto:mark.charter@bllaw.co.uk)

T: 023 8085 7116

This publication is not a substitute for detailed advice on specific transactions and problems and should not be taken as providing legal advice on any of the topics discussed.

Blake Laphorn uses the information it holds about you to contact you where necessary if (for instance) you have registered to attend a seminar that we are hosting or have requested information regarding the services that we provide. We will also use it to administer, support, improve and develop our business and to contact you for your views on our services, as well as to let you know about other products and services which we offer which may be of interest to you. We may send them by post, telephone or fax, email or SMS. If you would rather NOT receive further information by any particular format, or at all, or if your details need updating, please contact Dan Jones on 023 8085 7245 or by email at [daniel.jones@bllaw.co.uk](mailto:daniel.jones@bllaw.co.uk)

We will not disclose any of your personal identifiable information to any third parties without your express permission to do so, unless we believe that we should do so to comply with the law.