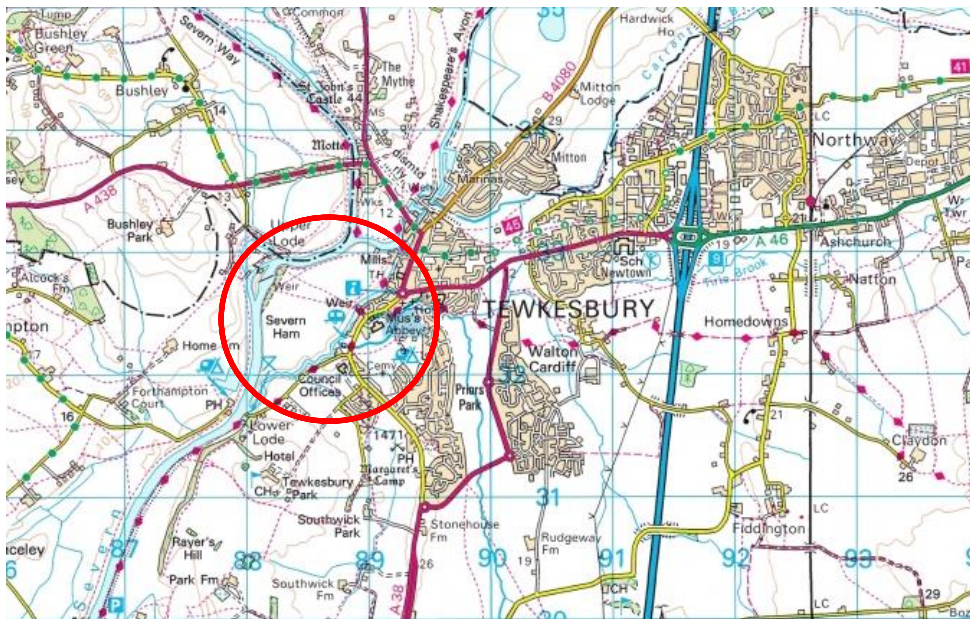


# CATALOGUE OF MOWING GRASS APPROX. 145 ACRES IN 14 LOTS

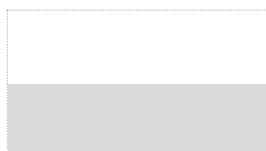
TO BE SOLD BY AUCTION  
Friday 25<sup>TH</sup> MAY 2018  
AT THE TOWN HALL, HIGH STREET,  
TEWKESBURY, GLOUCESTERSHIRE  
AT 2PM



**TEWKESBURY HAM  
(SUBJECT TO TERMS AND CONDITIONS)**

**BY DIRECTION OF TEWKESBURY TOWN COUNCIL**

<u>Lot Number</u>	<u>Location</u>	<u>Acreage</u>
Lot 1	Not Included	
Lot 2	Adjoining Lot 1 and the Severn	9.35
Lot 3	Not Included	
Lot 4	Adjoining Lot 3 and the Severn	7.10
Lot 5	Adjoining Lot 4 and Avon Mouth <b>PLEASE NOTE SEVERN TRENT REPAIRS</b>	7.00
Lot 6	Adjoining Lot 1 and the Severn	9.60
Lot 7	Adjoining Lot 1 and 6	9.30
Lot 8	Adjoining Lots 7 and 2 <b>PLEASE NOTE SEVERN TRENT REPAIRS</b>	9.05



No Cutting prior to 1<sup>st</sup> July (Condition 11)

No cutting prior to 10<sup>th</sup> July (Condition 12)

Lot 9	Adjoining Lots 8 and 3 - subject to Environment Agency work	9.13
Lot 10	Adjoining Lots 4 and 9	9.01
Lot 11	Adjoining Lots 5 and 10 and Allied Mills	11.50 <small>(reduced from 12.46 due to EA roadway)</small>
Lot 12	Adjoining Lot 6 and the Severn	11.00
Lot 13	Adjoining Lots 12 and 7	8.64
Lot 14	Adjoining Lots 13 and 8 <b>PLEASE NOTE SEVERN TRENT REPAIRS</b>	8.25
Lot 15	Adjoining Lots 9,10,11 and 14 <small>(Please be aware of the drain / ditch approx. 30m into the Ham (west) from the Abbey Mill Bridge)</small>	10.50 <small>(reduced from 12.04 due to EA compound)</small>
Lots 16 and 17	As one lot not extending to the peak and excluding the area of bank to the south of the pipeline crossing to preserve wild life  Area sold to include area known as Chas Ball's Patch <b>PLEASE NOTE SEVERN TRENT REPAIRS</b>	23.50

**N.B Attention is drawn to the Terms and Conditions attached.**

**The Mowing Grass of The Severn Ham**  
**Condition of Sale – 2018**

1. The Auctioneer shall be liberty to put up by Auction the mowing grass of the Meadow known as Severn Ham (hereinafter called the “the meadow”) now Parish of Tewkesbury aforesaid in the Town Council as the Freeholders containing 145 acres or thereabouts from the 25<sup>th</sup> May to the 12<sup>th</sup> July, both inclusive at which sum he shall think proper and let the same subject to such restrictions as are contained in an Act for enclosing land in the Borough and Parish of Tewkesbury in the County of Gloucester and for vesting the mowing grass of the meadow within the Borough and Parish of Tewkesbury aforesaid in the Town Council as the Freeholders.
2. There shall be no letting unless there are two bidders and that the best or highest bidder subject as aforementioned shall be the person to whom the same shall be let.
3. No person shall advance less than five pounds at each bidding and the person to whom the grass shall be sold (hereafter called “the Purchaser”) shall immediately pay down to the Auctioneers the amount of the selling price.
4. If such highest bidder fail to comply with such of the conditions as are to be performed immediately the Auctioneers shall be at liberty to put up the said grass again under the several conditions herein specified.
5. The purchaser may not assign the benefit of the licence to any other natural or legal person.
6. The Town Council will pay the Taxes in respect of the said sale of the grass.
7. The Town Council reserve the right to allow Severn Trent Water Limited, Western Power Distribution Ltd or any Government Department or Council, their Officials, Contractors, Servants and Workmen to enter into and upon the Meadow for the purpose of relaying or maintain in repair the Water mains or any other pipes or services under or over the Meadow. No claim in respect of damage or loss of keep will be entertained by the Council and any such claims shall be settled directly between the Severn Trent Water Limited, Western Power Distribution Ltd, Government Department or Council as the case may be and the Purchaser. **Please note that the mowing grass is “sold as seen” and that the purchaser will not be able to make a claim to Severn Trent for the existing damage.**
8. The Town Council further reserves the right to allow Motor Vehicles to be parked on the Meadow from time to time at the risk of the owners of such motor vehicles. No claim in respect of damage or loss of keep will be entertained by the Town Council by reason of this. Nor will the Town Council entertain any claims for damage to equipment, vehicles or other vehicles or other property belonging to the Purchaser arising from its use on the Meadow.
9. The Purchaser should be made aware that under the Wildlife and Countryside Act 1981, it is an offence to disturb any wild birds. Due to Curlews being present on the land, the Purchaser may be asked to delay the cutting of the grass and any request shall be absolutely respected.
10. The Purchaser agrees not to plough, re-seed or apply any chemicals to the land. Nor to erect or alter any buildings or fences or make any other alteration to the land without consent from the Town Council.
11. For the purpose of mowing plots 2, 4, 5, 6, 11, 12, 16 and 17 there is to be no grass to be cut prior to 1<sup>st</sup> July. All cutting and removal to be completed by 12<sup>th</sup> July.

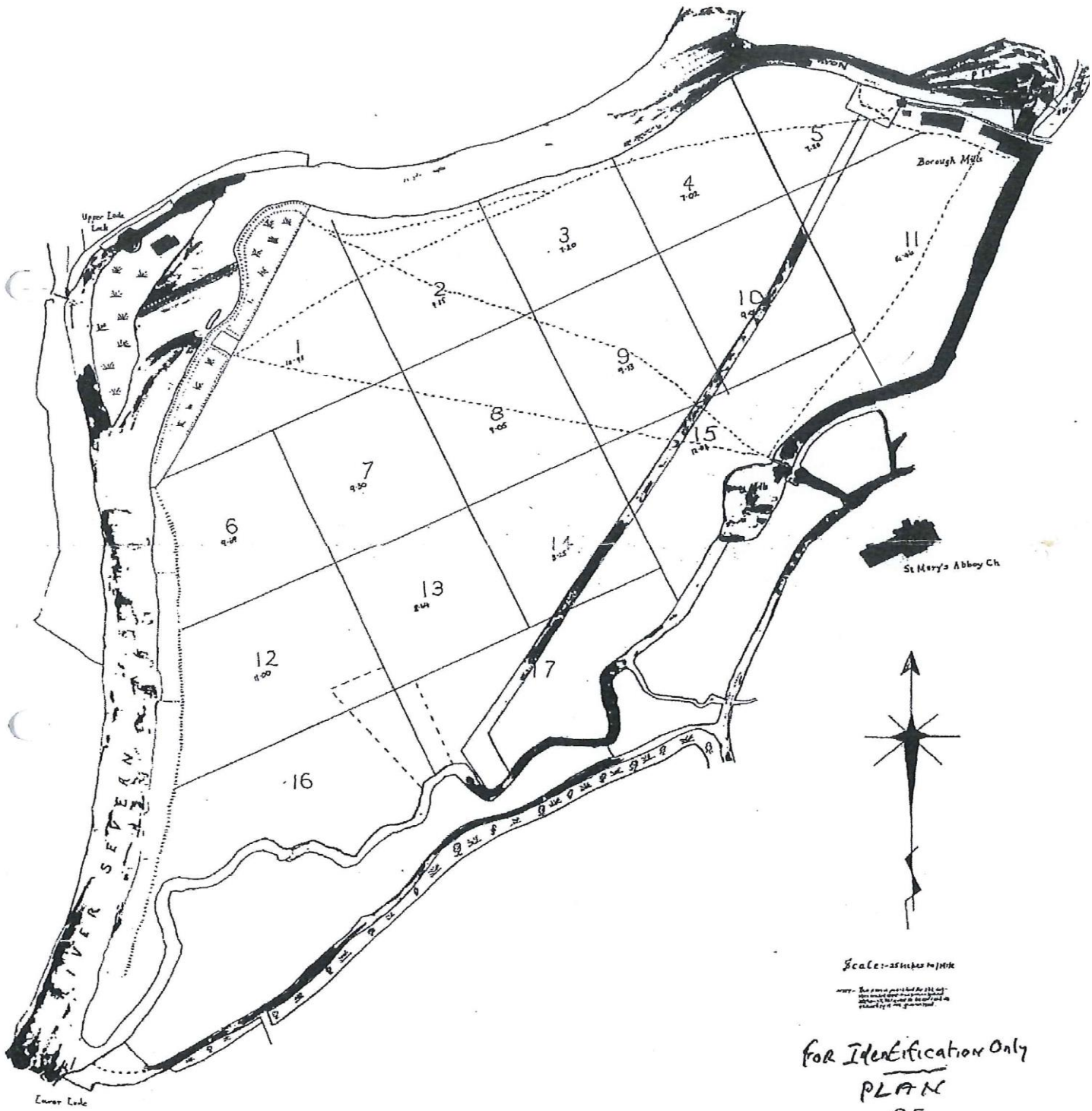
12. No cutting of plots 7, 8, 9, 10, 13, 14 and 15 shall take place before 10<sup>th</sup> July and must be completed by 12<sup>th</sup> July. Removal to be as soon as possible after 12<sup>th</sup> July allowing for condition 11 to be fulfilled.
13. All cut material must be turned at least once and should be left in the field for a minimum of 36 hours before removal. Cutting in towards the centre of a plot will kill nesting birds and chicks will be unable to escape. When doing the early cut (1<sup>st</sup> July) mowing must be carried out so that chicks run in the direction of plots which will be cut at a later date (i.e. and not into bare areas).  
  
When completing the later cut (12<sup>th</sup> July) the grass shall be mown in such a way as to avoid chicks being driven into the centre of the plot.
14. The Purchaser agrees that this licence does not create any right of exclusive occupation of the land by the Licensee nor any interest in the land.
15. The Purchaser shall pay to the Town Council by way of liquidated damages in respect of the liability of the Town Council of Tewkesbury Commons and not by way of penalty the sum of Twenty Five pounds a day in respect of every day on which uncut or cut grass or bales shall remain on the Meadow after 12<sup>th</sup> July, allowing for conditions 9 and 11 to be fulfilled and unless weather conditions delay cutting or baling. The penalty to be a maximum of 20 days after 12<sup>th</sup> July after which the crop will be forfeited.
16. The purchaser must not claim the Basic Payment Scheme or any Rural Development Regulation Scheme on the basis of the land. Nor to breach any Cross Compliance requirements on the Land in relation to the Basic Payment Scheme or any Rural Development Scheme.
17. In all respect the Purchase must comply with the requirements of the Health and Safety at Work Act 1974 (as amended).

I, the undersigned \_\_\_\_\_ do hereby agree to take the mowing grass of the Severn Ham comprised in the printed particulars hereunto annexed from the 25<sup>th</sup> May to the 12<sup>th</sup> day of July at the sum of \_\_\_\_\_ pounds and in all other respect I will abide by and fulfil the said conditions of letting.

WITNESS MY HAND THIS 25<sup>TH</sup> DAY OF MAY 2018

RECEIVED A COPY OF THE SAID CONDITIONS OF LETTING

SIGNED \_\_\_\_\_ WITNESS \_\_\_\_\_



For Identification Only  
PLAN  
OF  
SEVERN HAM