



**Aberdeen & Northern Marts**  
**Caithness Livestock Centre**  
**KW1 5UN**

**Annual Grass Lets at**

**Toftingall Farm, Watten**

**All Offers in writing by Wednesday 24<sup>th</sup> April 2024 by 5pm**  
**to Gemma Duguid**

**TELEPHONE: 01955 621363**

**TERMS OF SALE – CASH**

**ABERDEEN & NORTHERN MARTS  
SPECIAL CONDITIONS OF SALE**

**LAND AVAILABLE FOR AGRICULTURAL ACTIVITY WHERE THE SELLER IS CLAIMING DIRECT  
PAYMENTS UNDER THE BASIC PAYMENT SCHEME**

These Special Conditions of Sale together with Aberdeen & Northern Marts General Conditions of Sale (non-livestock) shall apply to all auction and other sales of the right to use land to carry out an "agricultural activity" where the seller is using the land to support a claim for direct payments under the Basic Payment Scheme.

1. "Agricultural activity" (as defined by Article 2(c) of Council Regulations 1782/2003) means the production, rearing or growing of agricultural products including harvesting, milking, breeding animals and keeping animals for farming purposes, or maintaining the land in good agricultural and environmental condition. The minimum activity requirements to be met by the landlord (seller) are the maintenance of access to the areas for livestock and farm machinery, maintenance of fencing, drainage and water sources for livestock and the control of injurious weeds.
2. The permitted activity(ies) are as described in the LOT DESCRIPTION and will be carried out under the direction of the seller.
3. The period over which the buyer has the right to use the land for the permitted activity is specified in the LOT DESCRIPTION.
4. There will be no transfer by the seller of entitlement to payment under the Basic Payment Scheme and the seller will use the subjects to support a claim under this scheme and be responsible for compliance with the Statutory Management Requirements and the requirements to keep land in Good Agricultural and Environmental Condition.
5. The seller warrants and declares the BVD status of the holding as described in the lot description as at the date of sale.
  - a) Where the holding is described as BVD Negative Status the buyers warrants that only cattle from a BVD negative herd or that have been tested BVD virus negative will be brought on to the land.
  - b) Where the holding is described as BVD not negative or No BVD Status the buyers accepts the potential impact to the status of any cattle moving onto the holding. No warranty is given as to the maintenance of the BVD status and all risk of change or breakdown of the BVD Status lies with the buyer.
6. The buyer will comply with the Statutory Management Requirements and the requirement to keep the land in Good Agricultural and Environmental Condition during the period of the agreement.
7. The buyer:-
  - a) warrants that during the period of this arrangement he will not infringe any of the conditions of the Statutory Management Requirements and/or the requirement to keep the land in Good Agricultural and Environmental Condition or allow any third party to do so;
  - b) undertakes to indemnify the seller against any loss sustained by the seller as a result of any infringement by the buyer and/or by any third party acting for or under the instructions of the buyer of the Statutory Management Requirements and the requirement to keep the land in Good Agricultural and Environmental Condition during the period of this arrangement.
8. The buyer cannot transfer the right to use the land, which right to use is personal to the buyer only.

9. The seller reserves the right to withdraw any lot.
10. In the case of any dispute as to who is the highest offeror, the lot in question shall at the option of the Auctioneer be re-exposed for sale.
11. Bulls, stallions, fence-leapers, dangerous or diseased animals of whatever description are strictly prohibited.
12. The buyer hereby acknowledges that the buyer will not take entry to the land until such time as the price has been paid by the buyer in full. The seller hereby acknowledges that the seller will not allow the buyer to take entry to the land until the seller has received notification from the Auctioneer that the price has been paid in full by the buyer.
13. Any buyer failing to settle according to Condition (9) shall forfeit all right to the land and shall be held liable to the seller for 1/4th of the price in name of damages and the seller shall in that case be entitled to dispose of the land at his sole discretion.
14. The seller will not be responsible for any accident, damage or loss to or from the stock from whatever cause.
15. Buyers must satisfy themselves as to the suitability of the fences, water and all other matters for their stocking purposes. No error or deficiency in any of the matters referred to above or in any other respect nor any loss resulting therefrom shall affect the contract or entitle the buyer to resile therefrom or to claim damages or any other remedy.
16. The buyer will be entitled to object to the area declared on the LOT DESCRIPTION by intimating such objection to the Auctioneer in writing within seven days of the date of sale. Otherwise, the buyer will be held to have accepted the stated area as being correct. In the event of the buyer intimating any objection to the stated area within seven days of the date of sale and the buyer and the seller being unable to agree the correct area the Auctioneer will appoint a measurer to carry out a measurement and such measurement will be final and binding upon the parties. In the event of the true area being less than the area stated at the sale, the seller will make a repayment to the buyer calculated on a **pro rata** basis and will also be responsible for paying the cost of the measurement. If the true area is not less than the area stated at the sale, the price will remain unaltered and the buyer will be responsible for paying the costs of the measurement. For the avoidance of doubt the buyer will not be entitled to resile from the bargain or to claim any damages by reason of any error in the stated area.
17. Should any stock trespass on the other fields, the owner of the stock so trespassing will be held liable for and will indemnify the seller against all damages or claims arising therefrom.
18. This arrangement does not constitute nor shall it be deemed to constitute a "Short Limited Duration" tenancy as defined in Section 4 of the Agricultural Holdings (Scotland) Act 2003.
19. It may be advisable for a formal contract between the seller and buyer to be entered into. Both parties are advised to take legal advice regarding this matter and accept that these conditions of sale do not guarantee compliance with the rules of the Basic Payment Scheme.

## Location Code 282/0101 - Overview map



**J Davison, Toftingall Farm, Watten  
Farm Holding No: - 73/282/0101  
(Seller Claiming SFP)**

**Lot 1. 30.42 Acres Grass (Red Dots)**

Field 4 ND/17967/54631

Field 8 ND/18036/54437

Field 9 ND18079/54689

Field 10 ND/18167/54487

**To be let for Sheep Grazing ONLY to the 30<sup>th</sup> September 2024  
Compound Fertiliser can be applied.**

**Lot 2. 19.13 Acres (Blue Dots)**

Field 3 ND/17862/54866

Field 5 ND18000/54905

**To be let for Sheep Grazing ONLY and/or For One Cut Hay or Silage  
to the 30<sup>th</sup> September 2024  
Compound Fertiliser can be applied.**

## **FORTHCOMING SALES**

**Monday 15<sup>th</sup> April**

Sale of Store Cattle

**Monday 6<sup>th</sup> May**

Special sale of Store Cattle

Prime Stock, Store Lambs

Feeding Ewes & Rams

**Monday 3<sup>th</sup> June**

Special sale of Store Cattle

Prime Stock, Store Lambs

Feeding Ewes & Rams

### **OTM Cattle**

Cast Cows, Bulls, Steers & heifers over 30 months

Weekly consignments for live Auction at Thainstone Centre

On Thursdays.

Please advise entries