SPECIMEN
DAIRY SHARE FARMING AGREEMENT

NOTE

(This note does not form part of this specimen agreement. This specimen document has been compiled to assist farmers to make inquiries and to discuss proposals and alternatives with their Solicitors, Accountants, financial and other advisors. It is not intended for any other purpose. It is essential that each prospective party prior to entering any agreement consult a Solicitor and an Accountant for specific advices about that party's circumstances. This draft document is intended as a specimen only. It should not be used even in part without taking specific legal advice from Solicitors and advice in relation to all relevant matters from Accountants and/or appropriate experts. Persons proposing to enter into a share farming arrangement should request their own Advisors to draft a document adapted to the needs and circumstances of the persons involved, and which complies also with the terms of all relevant legislation. No responsibility or liability whatsoever can be accepted by those who compiled this document, or by any sponsoring body for any loss suffered by any person as a consequence of relying on any matter contained in it or for any matter whatsoever. A version of this document with extensive notes will be available and may prove helpful in clarifying issues arising in Share Farming arrangements.)

SECTION 1: CLAUSES 1 – 38

1. AGREEMENT 4
2. COMMENCEMENT AND DURATION 5
3. FACILITATOR 5
4. MONTHLY MANAGEMENT MEETING 6
5. RECORD ADDRESS 6
6. PURCHASING AUTHORITY LIMIT 6
7. LANDS FARMED 7
8. MILK PRODUCTION RIGHTS (LANDOWNER) 8
9. MILK PRODUCTION RIGHTS (SHARE FARMER) 8
10. DIVISION OF SALES & SCHEME PAYMENTS 8
11. MANNER AND TIMING OF PAYMENT 9
12. DIVISION OF VARIABLE COSTS 10
13. DIVISION OF FIXED COSTS 11
14. FACILITIES & BUILDINGS TO BE PROVIDED 12
15. ADDITIONAL BUILDINGS AND FACILITIES TO BE PROVIDED (if Applicable) 13
16. LANDOWERS LIVESTOCK SUMMARY AT COMMENCEMENT 14
17. SHARE FARMERS LIVESTOCK SUMMARY AT COMMENCEMENT 14
18. PREVENTION OF GRASS TETANY 14
19. HERD HEALTH RECORDS 15
20. €BI DETAILS & GENETIC INFORMAITON 16
21. HERD PERFORMANCE HISTORY 17
22. ANIMALS OWNED BY THE LANDOWNER 18
23. ANIMALS OWNED BY THE SHARE FARMER 19
24. ANIMALS LEASED BY THE SHARE FARMER 20
25. REPLACEMENT CALVES AND CALVES SOLD 21
26. MINIMUM & MAXIMUM NUMBER OF COWS TO BE MAINTAINED 22
27. MAINTAINING THE MINIMUM & MAXIMUM NUMBER OF PRODUCTIVE DAIRY COWS 22
28. MILKING TIMES 23
29. LANDOWNER PLANT, MACHINERY, EQUIPEMENT & IMPLEMENTS 24
30. SHARE FARMER PLANT, MACHINERY, EQUIPEMENT & IMPLEMENTS 25
31. SOIL FERTILITY RECORDS 26
32. INVENTORY OF FEED AT COMMENCEMENT DATE 27
33. PUBLIC WATER SUPPLY USAGE 27
34. METER READINGS FOR ELECTRICITY & PUBLIC WATER USAGE 27
35. MILK QUALITY PENALTIES 28
36. MILK SUPPLY 28

37. LANDOWNER INSURANCE 29
38. SHARE FARMER INSURANCE 29

SECTION 2: CLAUSES (39) – (78) 30
39. DEFINITIONS AND INTERPRETATION. 30
40. WARRANTIES 32
41. FORMATION AND AGREEMENT 35
42. COMMENCEMENT AND RENEWAL 35
43. LICENCE 35
44. ASSETS & RESOURCES 36
45. IMPLEMENTATION AND WHERE ARISING PROVISION OF FARM LABOUR 37
46. FARM MANAGEMENT 38
47. PURCHASING AUTHORITY LIMIT 38
48. COSTS AND EXPENSES 39
49. SALES OF PRODUCE AND LIVESTOCK 39
50. PAYMENT FOR MILK SOLD 40
51. MILKING AND MILK STORAGE EQUIPMENT 40
52. MILK PURCHASER AND MILK PRODUCTION MANAGEMENT 41
53. ANIMAL IDENTIFICATION 41
54. LIVESTOCK 42
55. LIVESTOCK TRANSPORT FEES 43
56. CALF REARING 43
57. ANIMAL HEALTH AND DISEASE PREVENTION 44
58. AI & BREEDING 44
59. SOIL FERTILITY & FERTILISER APPLICATION 45
60. FODDER STATUS AT COMMENCEMENT OF AGREEMENT 45
61. FODDER PRODUCTION 45
62. DIVISION OF SCHEME PAYMENTS AND, CROPS OR PRODUCE SALES (if applicable) 46
63. CONCENTRATES & OTHER PURCHASED FEEDS 46
64. GRASSLAND MANAGEMENT 46
65. SOILED WATER COLLECTION, STORAGE & DISPOSAL 47
66. SLURRY COLLECTION, STORAGE & DISPOSAL 48
67. WEEDS AND PEST CONTROL 48
68. WATER SUPPLY 48
69. SUPPORTS AND CONTRIBUTIONS 49
70. OCCUPATIONAL SAFETY AND HEALTH 49
71. INSURANCE AND INDEMNITY 49

72. PREVENTION AND RESOLUTION OF DISPUTES 51
73. TERMINATION & EXTENSION PROCEDURES 51
74. DISSOLUTION 52
75. STATUTORY OBLIGATIONS 53
76. PENALTIES 53
77. DEATH OF A PARTY 54
78. MISCELLANEOUS/OTHER 55

79. SCHEDULES 57
FIRST SCHEDULE: Farm Payments 57
SECOND SCHEDULE: Licence 59
THIRD SCHEDULE: Conciliation 60

80. ANNEXES 62
Annex 1 Sample Monthly Management Report Date: 62
Annex 2 Fodder Budgeting Worksheet 64
Annex 3 Breeding Season Plan 65
Annex 4 Spring Rotation Planner 66
Annex 5 Summer Wedge. 67
Annex 6 The 60:40 Autumn Grassland Management Plan 69
Annex 7 Farm Financial Records 70
Annex 8 Farm Fertiliser Plan / Nitrates Derogation Plan 71
Annex 9 Map(s) of Included Lands in This Agreement to be attached here. 72
Appendix 1 Feed Inventory at Termination of Agreement 73

The Landowner and the Share Farmer have agreed to co-operate for the benefit of their separate respective businesses of farming by entering into this share-farming agreement and will for these purposes perform and observe all the terms, conditions, warranties, undertakings, and all other matters set out in the clauses, schedules, and annexes attached hereto.

1. AGREEMENT

This share farming agreement dated ……
is made between

…….
of

…….....
(who in this document is called the "Landowner" and

…….
of

…….
(who in this document is called the Share Farmer)

.....
SIGNED BY THE SAID:

(Landowner)

IN THE PRESENCE OF:
(Witness)

SIGNED BY THE SAID:

(Share Farmer)

IN THE PRESENCE OF:

(Witness)

CONSENT OF SPOUSE/CIVIL PARTNER OF LANDOWNER OR OTHER PARTY WHO IS CO-OWNER *OR SOLE OWNER OF (PART OF) INCLUDED LANDS*

I ……
being the ……..of the Landowner

(1) hereby consent to the within agreement for the term thereof
(2) hereby agree and declare that the person referred to in This Agreement as Landowner may deal in all respects with any joint property/or relevant property co-owned with me forming part of the Included Lands us as trustee on my behalf
(3) hereby confirm and ratify any licence hereby granted
(4) hereby grant, over any lands in my sole name forming part of the included lands a license in the terms set out in the Second Schedule to the Landowner and Share Farmer for the purposes of This Agreement only.
(5) undertake irrevocably to promptly execute any documentation necessary to give effect hereto on request

SIGNED BY THE SAID:

(Spouse/Civil Partner/Other Party of Landowner)

IN THE PRESENCE OF:
(Witness)

2. COMMENCEMENT AND DURATION

The share farming agreement shall commence on…..……

(in This Agreement referred to as 'The Commencement Date') and shall continue until
……

(in This Agreement referred to as 'The Termination Date') when it shall terminate unless renewed in accordance with the provisions for renewal set out in Clause 42.

3. FACILITATOR

The Landowner and the Share Farmer appoint the facilitator named in Table 3 in accordance with Clause 72.3 of This Agreement to help resolve any issues in the event of a dispute arising.

TABLE 3: Details of the agreed facilitator

Name of Facilitator	
Address of Facilitator	
Phone No. of Facilitator	

4. MONTHLY MANAGEMENT MEETING

It is agreed that the Landowner and Share Farmer shall meet on a monthly basis in accordance with Clause 46.1 of This Agreement to review the farm operations of the previous month, and to discuss and plan the operations for the month going forward.

TABLE 4: Monthly Management Meeting

	Day	Date	Time
Meeting Details			
Location			

5. RECORD ADDRESS

It is agreed that the location on the farm listed in Table 5 will be the appointed location at which records will be kept and to which access is available to both parties in accordance with Clause 46.5

TABLE 5: Records Address

Building Description	
Address	

6. PURCHASING AUTHORITY LIMIT

TABLE 6: The Landowner and Share Farmer have agreed the following purchasing authority limit in accordance with Clause 47.1 of This Agreement

The Landowner and Share Farmer shall each have purchasing authority for purchases of supplies up to a total value of **€** _____ per calendar month.

7. LANDS FARMED

Table 7: These are the Lands (in this document called 'The Included Lands') that are provided by the Landowner on which it is intended that the share farming agreed in this document will be carried out in accordance with Clause 44.1 of This Agreement. The Included Lands are as outlined in _____ [colour] and marked _____ on the attached map under Annex 9.

Folio No. **County** **(Other description)**							
Registered Owner(s)							
Freehold (Give details)							
Leasehold (Give details)							
Area (ha)							

8. MILK PRODUCTION RIGHTS (LANDOWNER)

TABLE 8: These are the Milk Production Rights Supplied by the Landowner in accordance with Clause 44.2.1 of This Agreement

	Milk Purchaser	Total Litres
Landowner		

9. MILK PRODUCTION RIGHTS (SHARE FARMER)

TABLE 9: These are the Milk Production Rights Supplied by the Share Farmer in accordance with Clause 44.2.4 of This Agreement

	Milk Purchaser	Total Litres
Share Farmer		

10. DIVISION OF SALES & SCHEME PAYMENTS

The Landowner and the Share Farmer set out in TABLES 10A and 10B of This Agreement, the agreed division of proceeds of sales of farm produce and scheme payments respectively.

TABLE 10A: Agreed Division of Sales of Farm Produce in accordance with Clauses 49, 50 and 62.

	% Land Owner	% Share Milker
Milk Sales		
Cull Cow Sales		
Other Stock Sales		
Fodder Sales		
Milk Quality Bonus		

TABLE 10B: Agreed Division of Scheme Payments in accordance with Clause 62 of This Agreement

	% Land Owner	% Share Milker
Basic Payment Scheme		
REPS/AEOS/GLAS		
ANC Payment		
Other		

11. MANNER AND TIMING OF PAYMENT

The Landowner and the Share Farmer set out in Table 11 of This Agreement in accordance with Clause 62 of This Agreement the agreed type, date, and manner of the payment to the other party of the appropriate proportion of EU/Government supports etc. and time period within which such payment will be made by the party receiving an EU/Government support etc. referred to in Table 10B

TABLE 11 Table setting out the type, date and manner of payment

Payment Type:	Period for Payment(Days/Weeks):	Manner of Payment

12. DIVISION OF VARIABLE COSTS

The Landowner and the Share Farmer agree the following proportions set out in Table 12 in which Variable Costs are to be discharged in accordance with Clause 48 of This Agreement

TABLE 12:

Item	Landowner %	Share Farmer %
Purchased Concentrates		
Purchased Forage		
Nitrogen		
Phosphorus & Potassium (Build-up)		
Phosphorus & Potassium (Maintenance)		
Ground Limestone		
Veterinary Costs		
TB Testing		
Dry Cow Therapy		
Vaccinations		
Drugs		
Call-Outs		
AI / Breeding		
Contractor		
Silage Cutting		
Reseeding		
Reclamation Work		
Slurry Spreading		
Fertiliser Spreading		
Hedge Cutting		
Seed & Sprays		
Milk Recording		
Parlour Expenses		
Detergents		
Teat Spray		
Liners & Rubber ware		
Milk Socks		
Annual IMQCS Milking Machine Test		
Routine Maintenance		
Major Repairs		
Bulk Tank Maintenance		
Routine Maintenance		
Major Repairs		
Silage Additive & Polythene		
Levies & Transport		
Straw		
Sundry Variable Costs		

13. DIVISION OF FIXED COSTS

The Landowner and the Share Farmer agree the following Proportions set out in Table 13 in which Fixed Costs are to be discharged in accordance with Clause 48 of This Agreement

TABLE 13:

Item	**Landowner %**	**Share Farmer %**
Hired Labour		
Machinery Running		
Routine Repairs & Maintenance		
Fuel		
Road Tax & Insurance		
Major Repairs (Machine Owner)		
Machinery Leases		
Cow Leases		
Farm ESB		
Phone		
Depreciation on Buildings		
Depreciation on Machinery		
General Repairs & Maintenance		
Roadway Maintenance		
Building Maintenance		
Farm Insurance		
Professional Fees		
Sundry Fixed Costs		

14. FACILITIES & BUILDINGS TO BE PROVIDED

The Facilities and Buildings agreed to be provided by the Landowner at the commencement of This Agreement in accordance with Clause 44.2 are set out in Table 14.

TABLE 14:

	Number
Milking Facilities	
Milking Parlour (No. of Units)	
Bulk Tank Capacity (No. of litres)	
Plate cooler (Flow Rate/hour)	
Water Heater (Capacity in litres)	
Dairy Cow Housing:	
Number of Cubicle Spaces	
Loose Housing (Metres Squared)	
Out-wintering Pad (Metres Squared)	
Replacement Heifer Housing;	
Number of Cubicle Spaces	
Loose Housing (Metres Squared)	
Out-wintering Pad (Metres Squared)	
Slurry Storage	
Total Net Slurry Storage Capacity (Meters Cubed)	
Total Farmyard Manure Storage Area (Meters Cubed)	
Silage Effluent Storage Facilities (Meters Cubed)	

15. ADDITIONAL BUILDINGS AND FACILITIES TO BE PROVIDED (if Applicable)[1]

The parties agree that the following additional facilities and buildings set out in table 15A shall be provided by the Landowner before the commencement of This Agreement, (details and dates of completion to be provided) in accordance with Clause 44.2.2.

TABLE 15A:

Description of additional facilities and buildings required	Completion Date

The parties agree that the following alterations or improvements set out in Table 15B will be carried out by the Landowner in accordance with Clause 44.2.3 (if applicable)

TABLE 15B:

Description of alterations and improvements	Completion Date

[1] NOTE: Any additional facilities and buildings that are required to be provided before or during This Agreement may be subject to planning and other regulations and it is essential that any such structures are built to the relevant DAFM specifications and that the parties to This Agreement obtain full professional advice on any planning issues involved, including the likely timeframe for any planning application, appeals, etc, and projected costings involved. These matters should be thoroughly explored before any signature of any agreement.

16. LANDOWERS LIVESTOCK SUMMARY AT COMMENCEMENT

16 In accordance with Clause 44.2.1 it is agreed that the following stock set out at Table 16 are to be provided by the Landowner at the commencement of This Agreement and animal identification and herd health and related matters shall be dealt with as agreed in accordance with Clause 57 of This Agreement.

TABLE 16

Class of stock	**Number**
Milking cows	
In-calf cows	
1-2 year old replacement heifers	
0-1 year old replacement heifers	
Other Livestock	

17. SHARE FARMERS LIVESTOCK SUMMARY AT COMMENCEMENT

TABLE 17 in accordance with Clause 44.2.4 It is agreed that the following stock set out at Table 17 are to be provided by the Share Farmer at the commencement of This Agreement and animal identification and herd health and related matters shall be dealt with as agreed in accordance with Clause 57 of This Agreement

Class of stock	**Number**
Milking cows	
In-calf cows	
1-2 year old replacement heifers	
0-1 year old replacement heifers	
Other Livestock	

18. PREVENTION OF GRASS TETANY

It is agreed at Clause 57.5 of This Agreement that the following methods, materials, and period of administration set out in Table 18 shall be used for the prevention of grass tetany
TABLE 18:

	Method	Material	Period of Administration
Grass Tetany			
Other			

19. HERD HEALTH RECORDS

The following herd health records for the three years immediately preceding the commencement of This Agreement are furnished by the Landowner to the Share Farmer in accordance with Clause 57.2

TABLE 19A:

Records	**Records Received** **(Yes/No)**	**Vaccination Status** **(Yes/No)**
Brucellosis		N/A
Leptospirosis		
Tuberculosis		N/A
BVD		
IBR		
Johne's Disease		N/A
Salmonella		
Neospora		N/A
Fluke Dosing		N/A

The following herd health records for the three years immediately preceding the commencement of This Agreement are furnished by the Share Farmer to the Landowner in accordance with Clause 57.3.

TABLE 19B

Records	**Records Received** **(Yes/No)**	**Vaccination Status** **(Yes/No)**
Brucellosis		N/A
Leptospirosis		
Tuberculosis		N/A
BVD		
IBR		
Johne's Disease		N/A
Salmonella		
Neospora		N/A
Fluke Dosing		N/A

20. €BI DETAILS & GENETIC INFORMAITON

The Landowner provides to the Share Farmer in this table (20A) the current EBI Details of the Dairy Herd and replacement animals as of the date of This Agreement and in accordance with Clause 54.8 of This Agreement

TABLE 20A:

	Dairy Cows	1-2 Year Old Replacements	0-1 Year Old Replacements
EBI (€)			
Milk (€)			
Fertility (€)			
Milk Kgs			
Fat Kgs			
Protein Kgs			
Fat %			
Protein %			

The Share Farmer provides to the Landowner in this table (20B) the current EBI Details of the Dairy Herd and replacement animals as of the date of This Agreement and in accordance with Clause 54.9 of This Agreement

TABLE 20B:

	Dairy Cows	1-2 Year Old Replacements	0-1 Year Old Replacements
EBI (€)			
Milk (€)			
Fertility (€)			
Milk Kgs			
Fat Kgs			
Protein Kgs			
Fat %			
Protein %			

21. HERD PERFORMANCE HISTORY

The Landowner provides to the Share Farmer in this table (21A) details of the total volume of milk and the total milk solids produced on the "Included Lands" and sold during the three years immediately preceding the Commencement Date in accordance with Clause 40.2.8 of This Agreement

TABLE 21A

Year	Total Milk (Litres)	Total Milk Solids (Kg)	Fat (%)	Protein (%)	SCC (,000)	TBC (,000)	Thermo-duric	Cows in milk on 30th June
Three Year Average								

The Share Farmer provides to the Landowner in this table (21B) details of the total volume of milk and the total milk solids produced by his own dairy herd and sold during the three years immediately preceding the Commencement Date in accordance with Clause 40.3.7 of This Agreement

TABLE 21B:

	Total Milk (Litres)	Total Milk Solids (Kg)	Fat (%)	Protein (%)	SCC (,000)	TBC (,000)	Thermo-duric	Cows in milk on 30th June
Three Year Average								

22. ANIMALS OWNED BY THE LANDOWNER

The Landowner agrees to make the following animals owned by him available for the purposes of This Agreement in accordance with Clauses 40.2.12, 44.2.1 and 56.2

TABLE 22

BTE Tag Number	BTE Tag Number	BTE Tag Number	BTE Tag Number

23. ANIMALS OWNED BY THE SHARE FARMER

The Share Farmer agrees to make the following animals owned by him available for the purposes of This Agreement in accordance with Clauses 40.3.5, 44.2.4 and 56.2.

TABLE 23:

BTE Tag Number	BTE Tag Number	BTE Tag Number	BTE Tag Number

24. ANIMALS LEASED BY THE SHARE FARMER

The Share Farmer agrees to make the following animals set out in Table 24 leased by him available for the purposes of This Agreement in accordance with Clauses 40.3.6, 44.2.4

TABLE 24:

BTE Tag Number	BTE Tag Number	BTE Tag Number	BTE Tag Number

25. REPLACEMENT CALVES AND CALVES SOLD

It is agreed in Clause 56.3 of This Agreement that replacement calves and calves sold shall be dealt with in accordance with the options selected in Table 25 (i.e. the options set out in Table 25 that have not been deleted by the parties).

TABLE 25: [NON-APPLICABLE OPTIONS DELETED]

1. 25% of the dairy herd size shall at any given time be kept as replacement calves by the Landowner and the Share Farmer and be reared as agreed herein.

2. (a)..... (number) heifer calves born on the farm annually will be kept as replacements by the Landowner. They will be fed and cared for by the Share Farmer for a period of ..... days and immediately thereafter be removed by the Landowner to be reared elsewhere.
2. (b) In the event that these calves are retained on the included lands, the labour involved shall be provided by the Share Farmer and the remuneration for this shall be included in his/her share of the milk sales. The total costs associated with the rearing period, including the cost of producing grass and forage, shall be borne by the Landowner.
2. (c) The remainder of the calves shall be the property of the Share Farmer and the Landowner in the following proportions; (i) Landowner_____% (ii) Share Farmer_____%. These calves shall be removed from the farm within .....days of being born

3. (a) .....(number) heifer calves born on the farm will be kept as replacements by the Landowner
3. (b)..... (number) heifer calves born on the farm will be kept as replacements by the Share Farmer.

4. In the event that a proportion of the replacement heifer calves that are retained on the included lands are owned by the Share Farmer and the balance by the Landowner, the labour shall be provided by the Share Farmer.
5. All other rearing costs during the rearing period, including the cost of producing grass and forage, shall be borne by the Share Farmer and as set out in Table 12.

26. MINIMUM & MAXIMUM NUMBER OF COWS TO BE MAINTAINED

The minimum and maximum number of Productive Dairy Cows in the herd to be milked during the period of This Agreement shall be as set out in Table 26 in accordance with Clause 54.16 of This Agreement.

TABLE 26

	Maximum Number of Productive Dairy Cows	Minimum Number of Productive Dairy Cows	Date Calving shall finish by:
Spring Calving Herd			
Autumn Calving Herd			

27. MAINTAINING THE MINIMUM & MAXIMUM NUMBER OF PRODUCTIVE DAIRY COWS

This table sets out the agreed Maximum and Minimum number of productive dairy Cows that is to be maintained in accordance with Clause 54.16 – 54.18 of This Agreement

TABLE 27

(a) The dairy herd is to be in-calf by ..... (date) each year of This Agreement. Cows found not to be in-calf as of ..... (date) of the season do not form part of the maximum and minimum Productive Diary Cow numbers and must be removed at the end of the season from the farm and replaced with in-calf cows or heifers of similar quality.

(b) Cows and heifers that are found to have clinical or subclinical mastitis and do not respond to treatment or any cows that fail to go in-calf by ..... (date) must be removed from the herd and where the herd numbers are reduced to below the minimum number stipulated in Table 26 these animals shall be replaced within 21 days by the animal owner. The Parties to This Agreement are not required to maintain the minimum number after .....(date). Before that date, failure by the either of the parties to maintain the minimum number will be a serious breach within the meaning of Clause 74 of This Agreement.

(c) Where both parties own stock in the milking herd, the owner or the lessee of the cows culled in accordance with This Agreement shall replace these cows, where the minimum number has been reached in order to maintain the minimum number of Productive Dairy Cow numbers as specified in Table 26.

28. MILKING TIMES

The following are the normal start and finish times for daily milking as agreed between the Landowner and Share Farmer in accordance with Clause 51.1 of This Agreement.

TABLE 28:

Start times: ..... am	and ..... pm
Finish times: ..... am	and ..... pm

29. LANDOWNER PLANT, MACHINERY, EQUIPEMENT & IMPLEMENTS

The Following Included Equipment shall be provided by the Landowner and is intended to be made available for use in carrying out the share farming agreed in this document in accordance with Clauses 40.2.3 and 44.2.1

TABLE 29

Machine Description:	**Quantity**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

30. SHARE FARMER PLANT, MACHINERY, EQUIPEMENT & IMPLEMENTS

The following Included Equipment shall be provided by the Share Farmer and is intended to be made available for use in carrying out the share farming agreed in this document in accordance with Clauses 40.3.2 and 44.2.4.

TABLE 30

Machine Description:	**Quantity**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

31. SOIL FERTILITY RECORDS

The following details supplied by the Landowner accurately record the fertility status of phosphorous (P), potassium (K) and pH of individual sample areas on the Included Lands in the period of four years immediately preceding the Commencement Date in accordance with Clause 40.2.5 of This Agreement

TABLE 31

Field/Paddock	**Fertility status (for previous soil samples)**			
	Year Sampled	**P Index**	**K index**	**pH**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26				
27				

32. INVENTORY OF FEED AT COMMENCEMENT DATE

The Landowner and the Share Farmer agree that the following is an accurate Inventory of Feed available on the Included Lands at the commencement of This Agreement and in accordance with Clause 60.

TABLE 32

Type	**Quantity (Tonnes Fresh)**	**Value**
Grass Silage		
Other Silage 1 ( )		
Other Silage 2 ( )		
Hay		
Straw		
Concentrates		
Other ( )		
Grass Cover: Average farm cover at commencement of the agreement is ..... Kgs of dry matter per hectare. Grazing area .....Hectares		

33. PUBLIC WATER SUPPLY USAGE

The following are full and accurate details furnished by the Landowner in accordance with Clause 68.5 of the use and costs of all Public Water Supply utilised by the Landowner for farming purposes on the Included Lands in the two years immediately preceding the signing of This Agreement.

Table 33

Year	**Volume Used**	**Total Cost of Water**

34. METER READINGS FOR ELECTRICITY & PUBLIC WATER USAGE

The following are the Meter Readings for Utilities on the Included Lands at the Commencement Date of This Agreement as in accordance with Clause 68.6.

Table 34

Utility	**Meter Reading**	**Date**
Electricity		
Public Water Supply		
Other:		

35. MILK QUALITY PENALTIES

The following proportions have been agreed between the Landowner and Share Farmer for division of any accidental losses due to milk quality penalties in accordance with Clause 50.4 of This Agreement.

TABLE 35

	Landowner %	**Share Farmer %**
Somatic Cell Count (SCC)		
Total Bacterial Count (TBC)		
Antibiotic Residue		
Water		
Inhibitors e.g. iodine		
Lactose		

36. MILK SUPPLY

Nominated Milk Purchaser(s) in accordance with Clause 52.1 of This Agreement.

Table 36:

At the commencement of This Agreement, the nominated Milk Purchaser to be supplied is:

Name of Milk Purchaser: ……

Address of Milk Purchaser: ……

……..

……..

37. LANDOWNER INSURANCE

Minimum level of insurance to cover employer's public and occupier's liability on the part of the Landowner in accordance with Clause 71.

Table 37:

Insurance Category	**Level of Cover (Third Party/Comprehensive)**
Employers Liability	
Public/Occupiers Liability	
Motor Vehicles	
Farm Insurance	
Other:…….	

38. SHARE FARMER INSURANCE

Minimum level of insurance to cover employer's public and occupier's liability on the part of the Landowner in accordance with Clause 71.

Table 38:

Insurance Category	**Level of Cover (Third Party/Comprehensive)**
Employers Liability	
Public/Occupiers Liability	
Motor Vehicles	
Farm Insurance	
Other:……	

SECTION 2: CLAUSES (39) – (78)

39. DEFINITIONS AND INTERPRETATION.

In This Agreement the following abbreviations and terms shall have the following meanings.

AEOS	Agricultural and Environmental Options Scheme
AI	Artificial Insemination
ANC	Area of Natural Constraints
BPS	Basic Payment Scheme
DAFM	Department of Agriculture, Food and the Marine
EBI	Economic Breeding Index of dairy animals as developed and updated by Teagasc and ICBF.
GLAS	Green, Low Carbon Agri-Environment Scheme of the DAFM
ICBF	Irish Cattle Breeding Federation, Shinagh, Bandon. Co. Cork
IMQCS	Irish Milk Quality Co-operative Society Ltd.
REPS	Rural Environment Protection Scheme (REPS) and Natura 2000 Scheme.
SCC	somatic cell count as defined by the Milk Purchaser
TBC	total bacterial count as defined by the Milk Purchaser.
ANC Payments	payments made under the Area of Natural Constraints Scheme
Animal Owner	the owner in each case for the time being of any animal or animals made available in accordance with and for the purposes this Share Farming Agreement by either of the parties, and in particular as set out in Tables 22, 23 and 24
Average Farm Cover	the amount of grass available for grazing on the farm measured in kilograms of dry matter per hectare.
Basic Payment Scheme	payment entitlements based on area under the Basic Payment Scheme of the EU Common Agricultural Policy.
Commencement Date	The date specified at Clause 2 on which This Agreement shall commence.

Cropping & Harvesting Operations	the growing and harvesting of any crops other than grass on the included lands.
EU/Government Supports	Basic Payments Scheme and other financial supports or subsidies for farming provided by the EU, national or local government or other bodies (including BPS, AEOS, GLAS, GLAS+, ANC Scheme Payments)
Fat %	the proportion of fat in milk sold as measured by the nominated Milk Purchaser.
Facilitator	a person nominated to act as facilitator in the role of dispute resolution should a disagreement arise that cannot be resolved between the parties of This Agreement as named in Table 3 in accordance with Clause 73.
Grazing Platform	the area of land measured in hectares around the milking parlour to which dairy cows have access for grazing
Grazing Rotation	the number of days that it takes to complete one round of grazing on the grazing platform.
Included Equipment	the plant, machinery, equipment and implements specified in Table 29 and in Table 30 herein which it is intended will be made available for use in carrying out the share farming agreed in this document in accordance with Clauses 40.2.3, 44.2.1, 40.3.2 and 44.2.4.
Included Lands	The lands, including buildings standing thereon described in Table 7 herein being the lands on which it is intended that the share farming agreed in this document is to be carried out in accordance with Clause 44.1.
Livestock	Any bovine or other animals referred to in This Agreement in particular those set out in Table 22, Table 23 and Table 24 hereto.
Livestock Keeping	Includes the milking, feeding, breeding, tending, herding and management of Livestock and its acquisition and disposal.
Milk Production Entitlement	the quantity of milk measured in litres to be supplied on agreement with the Milk Purchaser or is contracted for supply to the nominated Milk Purchaser(s) by the parties to This Agreement.

Milk Purchaser	the society, company or party (parties) named in Table 36 in accordance with clause 52.1 of This Agreement which purchases milk from the participants of This Agreement.
Nominated Herd Keeper	the person responsible for complying with all statutory regulations in relation to livestock and serve as the point of contact for DAFM staff as set out in Clause 54.3.
Normal Wear & Tear	shall include the physical deterioration which occurs through the normal course of the use for which a machine or other piece of equipment or property is intended, without negligence, carelessness, accident or abuse of the machine by the either the Landowner or the Share Farmer.
Produce	any forage crops grown or milk produced on the Included Lands for sale but excludes Livestock
Productive Dairy Cow	for the purposes of This Agreement means a dairy cow that is in milk. It does not include in-calf heifers, dry cows intended for milking in future or cull cows kept on the farm for sale.
Protein %	the proportion of protein as measured by the Milk Purchaser on milk sold.
Record Address	the location on the Included Lands identified at Table 5 of This Agreement where records are kept in accordance with Clause 46.5 of This Agreement
Share Farmers Duties	the normal day to day work of operating a dairy enterprise and includes compliance with the obligations of the Share Farmer under This Agreement.
Similar Quality Animals	'Similar quality animals' shall mean that dairy animals provided by either the Landowner or Share Farmer in accordance with This Agreement are at least of similar age profile and EBI status to the animals comprising the previous herd on which the herd performance records in Tables 21A and 21B are based.
Termination Date	The date specified at Clause 2 on which This Agreement shall terminate.
Thermoduric	heat resistant bacteria as defined by the nominated Milk Purchaser.

40. WARRANTIES

40.1 Mutual Warranties

40.1.1 In consideration of and as an inducement to the other Party entering into This Agreement each Party warrants and represents to the other Party that the following Warranties are true and

accurate unless a party has notified the other party to the contrary in writing prior to the signing hereof which the other party has acknowledged in writing prior to the signing hereof.

40.1.2 It is hereby further agreed that each of the said Warranties is separate and independent and without prejudice to any other Warranty.

40.1.3 Each party warrants to the other:

40.1.3.1 That each party has full power and authority to enter into and perform This Agreement.

40.1.3.2 That each party has obtained adequate independent professional advice from appropriately qualified third parties prior to entering into This Agreement

40.1.3.3 That all information given was, when given, and is now, true and accurate and complete in all respects

40.1.3.4 That he/she is not a party to any litigation or arbitration proceedings of any kind or any proceedings before any court, governmental or other body, tribunal, assessor, or expert and that there are no proceedings of any of the aforesaid kinds pending against him/her in relation to any asset or right or entitlement, whatsoever, in any way part of the subject matter of This Agreement including the Included Lands the Buildings and Facilities, Livestock, Plant and Machinery, EU/Government Supports.

40.1.3.5 That he/she has prior to entry into This Agreement obtained any Third Party consent that may be necessary to give effect to his/her obligations under This Agreement

40.1.3.6 That at the commencement of This Agreement all items of the Included Equipment provided by each of them respectively is in sound working order and free from any defect that would make it unsuitable for the use for which it is intended under This Agreement or render it a danger to the person working with or operating it or to any third party.

40.2 Landowner Warranties

40.2.1 The Landowner hereby unreservedly warrants the following to the Share Farmer:

40.2.2 That the Landowner is entitled to exclusive possession of the Included Lands as set out in Table 7 herein for the entirety of the term hereof.

40.2.3 That the Landowner is entitled to possession and exclusive use of the buildings, plant, machinery, equipment, implements and other assets described in Table 14 and Table 29 in This Agreement.

40.2.4 That the Landowner is solely entitled to receive and holds the milk production rights as set out in Table 8 in This Agreement.

40.2.5 That all soil sampling records and soil test results from all tests (including phosphorus, potassium and pH) carried out in the previous four years on the fertility status of the Included Lands and all records of fertiliser applications to correct or maintain the fertility status of the Included Lands have been provided to the Share Farmer prior to the execution of This Agreement and are as set out in Table 31.

40.2.6 All livestock owned by the Landowner as set out in Table 22 in This Agreement have been vaccinated. The Landowner has provided all the necessary herd health records to the Share Farmer for the immediately preceding three years as set out in Table 19A of This Agreement.

40.2.7 The Landowner warrants that he has provided complete farm financial records from the three previous production years to the Share Farmer during the negotiation of the Share Farming agreement. A copy of these farm financial records from the three previous production years is attached to this document in Annex 7.

40.2.8 The Landowner has provided to the Share Farmer prior to the signature of This Agreement, details of the total volume of milk and the total milk solids produced on the farm and sold during the previous three years as set out in Table 21A including all milk quality measurements including Fat %, Protein %, SCC, TBC, Thermoduric measurements and sediment test results.

40.2.9 That the records of the public water supply usage and the cost associated with this usage for the two years previous to the commencement of This Agreement are as set out in Table 33 in This Agreement.

40.2.11 That the meter readings for water and electricity recorded in Table 34 are true and accurate for the date on which This Agreement commences.

40.2.12 That the livestock listed in Table 22 are owned by the Landowner and are free of any claim/charge and are made available for the purposes of This Agreement by the Landowner in accordance with Clause 44.2.1 of This Agreement.

40.2.13 Unless hereby agreed otherwise, the Landowner is entitled to claim for his own benefit in relation to the Included Lands the available EU/Government Supports.

40.2.14 That the Landowner has furnished to the Share Farmer prior to the Commencement Date all agreements made with the Milk Purchaser and all relevant regulations made by the Milk Purchaser.

40.3 Share Farmer Warranties

40.3.1 The Share Farmer hereby unreservedly warrants the following to the Landowner:

40.3.2 The Share Farmer is entitled to possession and exclusive use of the plant, machinery, equipment, implements and other assets described in Table 30 in This Agreement.

40.3.3 The Share Farmer is solely entitled to receive and holds the milk production rights (if any) set out in Table 9 in This Agreement.

40.3.4 All Livestock owned by the Share Farmer and any Livestock leased-in by the Share Farmer as set out in Table 23 and Table 24 in This Agreement have been vaccinated. The Share Farmer has provided all the necessary herd health records to The Landowner for the immediately preceding three years as set out in Table 19B of This Agreement.

40.3.5 That the livestock listed in Table 23 are owned by the Share Farmer, are free from any claim/charge and made available for the purposes of This Agreement by the Share Farmer in accordance with Clause 44.2.4 of This Agreement

40.3.6 That the Animals listed in Table 24 leased in by the Share Farmer, are free from any claim/charge other than the terms of such lease and made available for the purposes of This Agreement by the Share Farmer. The Share Farmer has furnished a complete copy of all leasing documentation to the Landowner prior to the signing hereof.

40.3.7 That he has provided to the Landowner prior to the signature of This Agreement, details of the total volume of milk and the total milk solids produced and sold from his herd during the previous three years as set out in Table 21B including all milk quality measurements including Fat %, Protein %, SCC, TBC, Thermoduric measurements and sediment test results.

41. FORMATION AND AGREEMENT

41.1 The Landowner and the Share Farmer have agreed to co-operate for the benefit of their separate respective businesses of farming by entering into this share-farming agreement and will for these purposes perform and observe all the terms, conditions, warranties, undertakings, and all other matters set out in the clauses, schedules, and annexes attached hereto.

41.2 In the context of carrying on their respective businesses of farming the parties have agreed that the Included Lands and all assets and resources the subject matter of This Agreement, shall be farmed and utilized by the Landowner and Share Farmer for their separate benefits.

41.3 The relationship between the parties is that of independent contractors and not that of employer and employee, landlord and tenant, or partners.

41.4 Where the parties agree to share EU/Government support payments, the manner in which the payments are to be shared shall be as set out in Table 10B herein

42. COMMENCEMENT AND RENEWAL

42.1 This Agreement shall commence on the Commencement Date specified at Clause 2 of This Agreement and continue until the Termination Date therein set out unless renewed in accordance with Clause 42.2 hereof.

42.2 Either party may request the other to confirm in writing not later than three calendar months prior to expiration of the agreement, a willingness to renew or renegotiate the agreement for a further term. In the event that the parties confirm mutual willingness to renew This Agreement to one another, then the agreement may be renewed or renegotiated accordingly, but unless both execute a fresh agreement in writing prior to the expiry date, the agreement shall not be extended beyond the termination date agreed.

43. LICENCE

43.1 The Landowner hereby grants a non-exclusive licence on the terms set out in the SECOND SCHEDULE hereto to the Share Farmer to farm the Included Lands with the Landowner and not to his exclusion by the carrying out of Livestock Keeping and where relevant

Cropping Operations & Harvesting and all other activities necessary for the purposes of This Agreement on the Included Lands.

43.2 The licence hereby granted shall be limited to activities necessitated by and ancillary to the proper implementation and management of the share farming arrangement agreed by the provisions of This Agreement.

43.3 Upon termination of This Agreement the licence hereby granted shall cease and the Share Farmer shall thereupon vacate and leave the Included Lands in good order and condition.

43.4 In the event of a dispute, and without prejudice thereto, the Landowner herby grants a license to the Share Farmer to enter the records address at all reasonable times on twenty-four hours' notice in writing for the purposes of accessing and inspecting all records maintained in accordance with This Agreement.

44. ASSETS & RESOURCES

44.1 Land

44.1.1 The Landowner shall set apart and allow to be used solely for the purpose of This Agreement the "Included Lands" as set out in Table 7 and neither the Landowner nor the Share Farmer shall during the continuance of This Agreement deal with those lands in any way adverse to This Agreement or to the rights or obligations of the parties under This Agreement. These lands are outlined and marked as described in Table 7 on the attached map under Annex 9.

44.1.2 The Landowner hereby undertakes with the Share Farmer not to sell, alienate, or deal with the Included Lands during the course of This Agreement without the prior consent in writing of the Share Farmer in any way that could adversely affect the rights of the Share Farmer hereunder and or the performance of This Agreement

44.1.3 The Landowner shall use his best endeavours to ensure that the Included Land has the benefit of a water supply and electricity supply adequate for all the purposes of This Agreement and that these are maintained to a good and sufficient standard. The day to day management of such supplies shall be the responsibility of the Share Farmer. The costs of such supplies shall be borne in accordance with the provisions of Tables 12 and13 herein.

44.1.4 The Landowner shall ensure that at the commencement of This Agreement all boundary fences, and other necessary internal fences, hedges, drainage, buildings, erections, and other required facilities on the Included Land are in good order and condition such as will enable the Share Farmer to safely and efficiently carry out his obligations on foot of This Agreement.

44.2 Other Assets and Resources

44.2.1 In order to establish this share farming agreement for the separate benefit of each of the parties on the terms and conditions set out in This Agreement and to enable them to otherwise perform and observe their respective obligations under it, the Landowner agrees make available for use at the Commencement Date of This Agreement for the duration

hereof in accordance with the general terms herein the resources, included equipment and other assets of the Landowner set out and described in:
Table 8 (Landowner's Milk Production Rights);
Table 14 (Buildings & Facilities);
Table 16 (The landowner's livestock);
Table 22 (Landowner's Livestock);
Table 29 (Landowner's Plant & Machinery)

44.2.2 Where additional facilities and buildings are to be provided by the Landowner after the commencement of the agreement, the details and dates of completion of these buildings or facilities are as set out in Table 15A and all such works, alterations and/or improvements shall be carried out in accordance with all applicable legislation and regulations.

44.2.3 If before the commencement of This Agreement, the Landowner agrees to carry out alterations and improvements to the milking parlour, cooling and storage equipment, such alterations and improvements shall be completed as set out in Table 15B and all such works, alterations and/or improvements shall be carried out in accordance with all applicable legislation and regulations.

44.2.4 In order to establish this share farming agreement for the separate benefit of each of the parties on the terms and conditions set out in This Agreement and otherwise perform and observe their respective obligations under it, the Share Farmer agrees to use and make available for use at the Commencement Date of This Agreement in accordance with the general terms herein the resources, equipment and other assets, of the Share Farmer set out and described in:
Table 9 (Share Farmer's Milk Production Rights)
Table 17 (The Share Farmer's livestock)
Table 23 (Share Farmer's Owned Livestock)
Table 24 (Share Farmer's Leased Livestock)
Table 30 (Share Farmer's Plant & Machinery)

44.2.5 The Landowner and the Share Farmer respectively shall ensure that at the commencement of This Agreement all items of the Included Equipment provided by each of them respectively shall be in sound working order and free from any defect that would make it unsuitable for the use for which it is intended under This Agreement or render it a danger to the person working with or operating it or to any third party.

44.2.6 Unless otherwise agreed herein the maintenance and running costs of each item of Included Equipment including normal Wear and Tear shall be set out in Table 13 of this document.

44.2.7 Expenses incurred by the Landowner or the Share Farmer resulting from damage to plant or equipment provided (excepting normal Wear and Tear) and caused by the neglect of, or misuse of such plant or equipment by, the other party shall be paid for by the party who caused the damage (at the date the damage is repaired).

45. IMPLEMENTATION AND WHERE ARISING PROVISION OF FARM LABOUR

45.1 The Share Farmer shall supply all the necessary labour at all times for the efficient running of the farming operations of This Agreement to the best of his ability in accordance with good standards of animal husbandry and farm management and shall devote his fulltime attention and energy to this undertaking.

45.2 In the event that the Share Farmer seeks to employ a manager or other labour unit to perform part of the Share Farmer's duties on the "Included Lands", he may only do so by prior agreement in writing with the Landowner.

45.3 Prior to taking a holiday or time off (or if the Share Farmer is unable, through sickness, to perform the Share Farmer's duties), the Share Farmer shall arrange, at the Share Farmer's expense, for a competent replacement, to be agreed with the Landowner (and that agreement shall not be unreasonably withheld or delayed), to perform the Share Farmer's duties during the Share Farmer's absence.

45.4 The Share Farmer shall devote a reasonable proportion of the Share Farmer's time and that of the Share Farmer's labour to the general maintenance of the land and farmyard. The Landowner shall supply all materials for that purpose.

45.5 The Landowner shall at the Landowner's expense maintain the buildings on the Included Lands and in the farmyard in adequate condition for the purposes of This Agreement and provide the necessary labour and materials for the maintenance and repair of buildings on the Included Lands and in the farmyard.

46. FARM MANAGEMENT

46.1 The parties to This Agreement shall meet at least once every month on the day and time and date and at the location set out in Table 4, to review the farm operations of the previous month, and to discuss and plan the operations for the month going forward.

.

46.2 Notes shall be kept of decisions made at each farm management meeting. The parties will agree at the start of the meeting as to who will take notes of the meeting.

46.3 The Share Farmer shall complete monthly management worksheets in the format provided in Appendix 1 of This Agreement in preparation for the monthly management meeting.

46.4 At the end of each year, the parties shall review the farming policy and on agreement adjust as appropriate for the following farming year.

46.5 All records required to be kept by law or any DAFM or EU regulation or by This Agreement shall for the duration of This Agreement be kept at all times at the Records Address as set out at Table 5 and shall not be removed from that address. The premises involved shall be adequately secured for the safety of the records and both parties to This Agreement shall have keys to all locks.

46.6 At the termination of This Agreement, all herd records remain the property of the owner(s) of the livestock who shall however, on request furnish copies should they be required by the other party for business or official purposes at the expense of the party requesting.

47. PURCHASING AUTHORITY LIMIT

47.1 The Landowner and the Share Farmer have agreed a maximum total purchasing authority limit for purchase of supplies by either of them per calendar month without recourse to the

other party unless varied in writing and signed/initialled by both parties. This is set out in Table 6 of This Agreement.

48. COSTS AND EXPENSES

48.1 The financial cost of items specified in the Tables 12 (Variable Costs) & 13 (Fixed Costs) and of any other items or expenses agreed herein to be shared between the parties will be paid for by the parties in the proportions set out in the said table in each case.

48.2 If one party makes any such payment in its entirety except as agreed herein he shall be reimbursed by the other party in accordance with the proportion as set out in Tables 12 & 13 on foot of an invoice for that amount addressed to him by the party paying the reimbursement.

48.3 Any costs or expenses to be discharged by either the Landowner or the Share Farmer under This Agreement shall be discharged by the party responsible promptly and in accordance with the terms of credit of the supplier and that party shall obtain and retain appropriate invoices and receipts and produce them to the other party hereto if and when requested.

49. SALES OF PRODUCE AND LIVESTOCK

49.1 The parties to This Agreement have agreed to divide the proceeds of sales of Farm Produce as set out in Table 10A.

49.2 Unless otherwise expressly agreed in writing between the parties each party's portion of the Produce and Livestock as specified in Table 10A and each party's portion of scheme payments as specified in Table 10B shall be dealt with as that party may determine.

49.3 Provided the parties to This Agreement have agreed to do so and agreed in writing in advance on the price, the payment terms and any other conditions of sale, whether such agreement is set out in Table 10A or Table 10B or otherwise, the Share Farmer's portion of the Produce or of Livestock may be offered for sale by the Landowner in conjunction with the sale by him of his own portion of the Produce or of the Livestock and it may be sold by the Landowner as agent for and on behalf of the Share Farmer. In any such case the gross receipts received for the Produce shall belong to the parties in the same proportions as the Produce or the Livestock belong to them.

49.4 Provided the parties to This Agreement have agreed to do so and agreed in writing in advance on the price, the payment terms and any other conditions of sale, whether such agreement is set out in Table 10A or Table 10B or otherwise, the Landowner's portion of the Produce or of Livestock may be offered for sale by the Share Farmer in conjunction with the sale by him of his own portion of the Produce or of the Livestock and it may be sold by the Share Farmer as agent for and on behalf of the Landowner. In any such case the gross receipts received for the Produce shall belong to the parties in the same proportions as the Produce or the Livestock belong to them.

49.5 In any case where the Share Farmer receives the proceeds of sale of the Landowner's portion of the Produce or of Livestock he shall do so as trustee for and on behalf of the Landowner and shall ensure that the Landowner receives the same promptly and in any event within 14 days and shall not retain any part thereof save as permitted by the provisions of the FIRST SCHEDULE PART D where the Landowner has failed or refused to pay

monies due and owing to the Share Farmer under This Agreement and then only that amount.

49.6 In any case where the Landowner receives the proceeds of sale of the Share Farmer's portion of the Produce or of Livestock he shall do so as trustee for and on behalf of the Share Farmer and shall ensure that the Share Farmer receives the same promptly and in any event within 14 days and shall not retain any part thereof save as permitted by the provisions of the FIRST SCHEDULE PART D where the Share Farmer has failed or refused to pay monies due and owing to the Landowner under This Agreement and then only that amount.

49.7 Save where the provisions of This Agreement otherwise expressly provide or where in accordance with this document other arrangements have been agreed between them the parties shall account to each other and otherwise comply fully with the provisions of the FIRST SCHEDULE hereto.

50. PAYMENT FOR MILK SOLD

50.1 The parties shall by agreement complete prior to the Commencement Date an order in writing directing the nominated Milk Purchaser to divide all payments due in respect of milk supplied and to make separate payments as set out in Table 10A to their respective bank accounts for the quantity of milk delivered in each calendar month.

50.2 If there is a change to the method by which payments are to be calculated and paid by the Milk Purchaser to the parties, the parties shall agree in writing the method by which future payments are to be made to them by the Milk Purchaser and notify the Milk Purchaser in writing accordingly. If there is no agreement, then by the dispute resolution procedures provided in This Agreement.

50.3 Where the parties agree to do so, milk quality bonuses shall be payable to the Share Farmer to reward his/her efforts for achieving the highest milk quality standards as set out in Table 10A.

50.4 In the event that routine tests carried out by the milk processor in relation to the matters set out in Table 35 detect milk quality indicators/standards arising accidentally or which result in penalties, fines or other sanctions being imposed (including refusal to collect further supplies), then any losses so sustained will be divided between the landowner and Share Farmer as set out in each case in Table 35.

51. MILKING AND MILK STORAGE EQUIPMENT

51.1 The Landowner and the Share Farmer have agreed the times on which milking is to be carried out each day and have entered the agreed times in Table 28 of This Agreement

51.2 The Landowner shall, from the commencement of This Agreement, supply, maintain and replace all milking plant and rubberware as required, for the efficient operation of the milking and cleaning operation according to the manufacturer's specifications. The rubberware associated with the included milking equipment shall be replaced as required during This Agreement as set out by the parties in Table 12

51.3 The Landowner shall, from the commencement and for the duration of This Agreement, supply, maintain and replace all storage and cooling equipment as required, for the efficient

operation of the storage and cooling of milk, according to the milk quality standards required.

51.4 The Landowner shall, from the commencement and for the duration of This Agreement, supply, maintain and replace all washing and cleaning equipment required to enable the Share Farmer to keep the milking parlour, dairy and collecting yard to the highest standard.

51.5 The milking machine and equipment shall be serviced annually by a trained technician (IMQCS Approved). The necessary arrangements shall be made by the Share Farmer on notice to the Landowner and the associated costs will be as set out in Table 12.

51.6 The Share Farmer shall, at all times, maintain a minimum standard in accordance with the Bord Bia Sustainable Dairy Assurance Scheme (SDAS) or any official replacement thereof regarding the operation, cleanliness, and efficiency of collecting yards, milking premises (incl. dairy), plant, cleaning equipment, and appliances used for milking the herd to ensure the highest standard for milk supplied. The costs associated with this maintenance shall be shared between the Landowner and Share Farmer as set out in Tables 12 and 13 of This Agreement

51.7 The Share Farmer shall, in accordance with the terms of the supply agreement with the Milk Purchaser, follow good farm husbandry practices. This shall include:
(i) Cooling the milk to Milk Purchasers requirements and standards.
(ii) Having the milk ready for collection by the Milk Purchaser promptly in accordance with the times advised by the Milk Purchaser.
(iii) Pending collection by the Milk Purchaser, take all reasonable and necessary precautions to prevent any contamination of the milk and observe at all times the directives of the Milk Purchaser for the safeguarding and treatment of the milk in the bulk tank.

52. MILK PURCHASER AND MILK PRODUCTION MANAGEMENT

52.1 The Landowner has the right to decide the nominated Milk Purchaser or other Purchaser to which the milk will be supplied. The details of the nominated Milk Purchaser at the commencement of This Agreement are as set out in Table 36

52.2 The land owner may change supply from one purchaser to another during the course of the season, as long as the Share Farmer is not disadvantaged in terms of remuneration.

52.4 The Share Farmer acknowledges that he has read the copies furnished to him by the Landowner of all regulations made by the Milk Purchaser and agreements made by the Landowner with the Milk Purchaser. The Share Farmer agrees to take all steps necessary to comply with all such regulations and agreements.

52.5 Before exceeding the milk production entitlement, the Share Farmer shall notify the Landowner in good time in advance in writing.

53. ANIMAL IDENTIFICATION

53.1 The Landowner and the Share Farmer shall each ensure that each animal provided by each of them at the Commencement Date under This Agreement meets the required DAFM animal identification and movement standards.

53.2. The Share Farmer shall ensure at all times that all Livestock subject to This Agreement shall be tagged in accordance with DAFM requirements for the duration of This Agreement.

54. LIVESTOCK

54.1 At the commencement of This Agreement the parties shall discuss and agree a policy for the overall management and direction of the Livestock Keeping and the animal husbandry system to be followed. The highest standards shall be observed in the conduct of all aspects of Livestock Keeping carried out under This Agreement.

54.2 Unless otherwise instructed by the Landowner, the Share Farmer shall be responsible at all times for the total care and husbandry of all stock forming subject matter of This Agreement and shall be responsible for calling a veterinary surgeon where necessary.

54.3 The Share Farmer shall be Nominated Herd Keeper in respect of all the livestock for the duration of and for the purposes of This Agreement. He shall have responsibility for the keeping of all records required by statute in relation to animals. These records shall be made available to the Landowner on request and shall be kept at the records address as set out in Table 5.

54.4 For the avoidance of doubt, it is expressly agreed that registration by one of the parties as Herd Keeper of the animals for the purposes of This Agreement shall not imply ownership other than as expressly stated in This Agreement.

54.5 The livestock listed in Table 22 have been provided by the Landowner for the purposes of this share farming agreement. The parties agree and acknowledge that each of these animals is the property of the Landowner.

54.6 The livestock listed in Table 23 have been provided by the Share Farmer for the purposes of this share farming agreement. The parties agree and acknowledge that each of these animals is the property of the Share Farmer.

54.7 The livestock listed in Table 24 have been provided by the Share Farmer for the purposes of this share farming agreement. The parties agree and acknowledge that each of these animals is leased by the Share Farmer.

54.8 It is agreed that the most current EBI details of the Dairy Herd and all replacement animals provided by the Landowner are as comprehensively set out in Table 20A at the beginning of This Agreement.

54.9 It is agreed that the most current EBI details of the Dairy Herd and replacement animals provided by the Share Farmer are as comprehensively set out in Table 20B at the beginning of This Agreement.

54.10 The dairy cows as set out in Tables 20A are agreed to be of similar quality to the quality of the Landowner's dairy herd in the previous three years unless otherwise agreed by the parties and recorded in writing.

54.11 The dairy cows as set out in Table 20B are agreed to be of similar quality to the quality of the Share Farmer's herd in the previous three years unless otherwise agreed by the parties and recorded in writing.

54.12 Stock purchased or otherwise acquired during the course of This Agreement shall be the property of the party who purchased or otherwise acquired them.

54.13 Neither party to This Agreement shall graze on the Included Lands, stock that is not subject to This Agreement, unless otherwise agreed in writing.

54.14 Unless otherwise agreed and set out in Table 10A where livestock are sold during the course of This Agreement the proceeds will go to the party who owns them as provided in This Agreement.

54.15 On the termination of This Agreement any remaining Livestock shall belong to the party who owns them as set out in Tables 22 and 23.

54.16 The Landowner and Share Farmer have agreed the minimum and maximum number of Productive Dairy Cows in the herd to be milked during the period of This Agreement as set out in Table 26. The manner in which the minimum and maximum number of cows is to be maintained shall be as set out in Table 27.

54.17 If an appropriate authority orders the slaughtering of a milking cow, and the slaughtering of the animal does not reduce the herd to below the minimum number specified in Table 26, the animal owner may elect whether or not to replace it with a similar quality animal. If this slaughtering reduces the herd below the minimum number specified in This Agreement, the animal owner shall, at that animal owner's expense, within 14 working days of the animal leaving the farm, replace it with another similar quality animal, unless prevented from doing so by legislation or unless the parties agree in writing that it should not be replaced.
If there is compensation paid on account of the slaughtering of such animals, then the animal owner is entitled to receive this compensation.

54.18 The Share Farmer shall, after consultation with the Landowner, decide when the cows are to be dried off and the Share Farmer shall take appropriate steps to dry off the cows. In the absence of this instruction, the Share Farmer may dry off the cows only where required in accordance with good animal husbandry at the end of the lactation.

55. LIVESTOCK TRANSPORT FEES

55.1 Unless otherwise agreed in writing, in the event that animals are moved from the Included Lands the associated transport costs shall be borne as set out in Table 12. This shall include the cost of movement to outside lands; feedlot premises; to a contract rearer; livestock marts and slaughtering premises.

56. CALF REARING

56.1 For clarity of ownership all calves shall be fully identified in accordance with statutory provisions.

56.2 The ownership status of calves to be retained on agreement between the Landowner and the Share Farmer on the Included Lands at the end of the calving season each year shall be recorded immediately in Tables 22 and 23.

56.3 With reference to the keeping and selling of calves, including replacement heifers, the manner in which the replacement calves shall be dealt with by the Landowner and Share Farmer is set out in Table 25.

57. ANIMAL HEALTH AND DISEASE PREVENTION

57.1 The Landowner and Share Farmer shall discuss and agree a herd health strategy prior to the commencement of This Agreement. This strategy will set out a health protocol for all veterinary issues

57.2 The Landowner shall provide the herd health records of the Landowner's herd for the three years immediately preceding the commencement of This Agreement to the Share Farmer as set out in Table 19A of This Agreement.

57.3 The Share Farmer shall provide the herd health records of the Share Farmer's herd for the three years immediately preceding the commencement of This Agreement to the Landowner as set out in Table 19B of This Agreement.

57.4 If either party becomes aware of the occurrence of or has a reasonable suspicion of occurrence of a notifiable disease in any of the livestock the subject matter of This Agreement, or in any herd belonging to either party, then that party shall notify the other party forthwith and each party shall immediately take all steps to comply with all relevant and operative Department of Agriculture regulations or Statutory provisions.

57.5 The Landowner and the Share Farmer have agreed the method and the period of administration of materials for the prevention of grass tetany and have entered these details into Table 18.

57.6 The Share Farmer shall immediately report to the Landowner any sickness, disease, and/or death in the livestock.

57.7 The Landowner shall provide a locker for storage of medicines and medicinal requisites at a convenient place at or near the milking parlour.

57.8 The nominated Herd Keeper shall when requested by the DAFM ensure that the entire herd is presented for the annual TB test and any subsequent TB tests. The Share Farmer shall provide any necessary labour at the Share Farmer's expense to carry out this work. The Share Farmer shall co-operate with the veterinary surgeon in the work of herd testing and provide to the veterinary surgeon access to the herd, the records and assistance as required.

58. AI & BREEDING

58.1 The costs associated with the employment of AI services and the purchase of stock bulls during the breeding season shall be paid for by the Landowner and Share Farmer as set out in Table 12. The parties shall agree in advance of the breeding season the team of AI bulls and any stock bulls that are to be used during the breeding season.

59. SOIL FERTILITY & FERTILISER APPLICATION

59.1 The Landowner and Share Farmer shall supply and apply, in each season in accordance with This Agreement and with Statutory Instrument 31 of 2014 (or as the same may be amended), the quantity of nitrogen (N), phosphorous (P), potassium (K) and lime as set out in the most current farm Fertiliser Plan or Derogation Plan as required by SI 31 2014 (or as the same may be amended)

59.2 The most current copy of the Farm Fertiliser Plan or Derogation plan shall be attached to This Agreement as it is updated under Annex 8.

59.3 The payment for such required fertilisers shall be made by the Landowner and the Share Farmer as set out in Table 12.

59.4 The quantity of nitrogen and phosphorus permitted shall be determined by the limits as set out in the Nitrates Directive (SI 31 of 2014 or as the same may be amended). Any penalty resulting from a breach of the directive (SI 31 of 2014 or as the same may be amended) limits, set out for Nitrogen and Phosphorus shall be borne equally by the parties.

59.5 The Landowner shall, supply and apply the minimum quantity and type of lime to maintain a minimum soil pH level: 6.3 – 6.5. If a contractor is used, the Landowner shall pay all costs associated with the purchase, transport, and spreading of lime.

60. FODDER STATUS AT COMMENCEMENT OF AGREEMENT

60.1 The Landowner and the Share Farmer shall, on the commencement of This Agreement, verify and record in writing the amount of pasture cover and winter feed on hand at the Commencement Date. The amount of fodder and feed so recorded is as set out in Table 32.

60.2 If the parties do not agree, the Landowner and Share Farmer shall immediately engage a suitably qualified person to carry out a fodder and feed budget and that person shall issue a certificate, recording all the feed available which shall be entered in Table 32.

60.3 If there is insufficient forage available on the land at the commencement of This Agreement for the requirements of the stock during the winter and spring immediately following, the Landowner and the Share Farmer agree to promptly make good the shortfall and allocate the costs for provision of this feed in accordance with Table 12 of This Agreement. The shortfall shall be recorded in writing within 10 working days of the commencement of This Agreement.

61. FODDER PRODUCTION

61.1 The parties shall agree the dates on which, adequate land for growing silage is to be closed and harvested. The Share Farmer shall have responsibility for booking a competent silage contractor to carry out the harvesting and it is agreed that the division of the liability for associated costs between the Landowner and the Share Farmer shall be as set out in Table 12.

61.2 In the event of other fodder crops, including maize silage, being grown or produced, the Landowner and the Share Farmer shall agree in writing beforehand the full details

associated with the growing and harvesting of such crops and all associated costs before commencement.

61.3 The Share Farmer shall ensure that the fodder storage area and facilities are adequately prepared before the commencement of silage harvesting and give direction to the said contractor and be available to assist that contractor as required. Following the completion of the harvesting operation, the Share Farmer shall provide the necessary labour to cover and seal the silage pit(s) in a timely manner and to a high standard.

61.4 In the event that bales of hay or baled silage are made, the Share Farmer shall provide the necessary labour to remove the bales in a timely manner from the land and shall store them safely in an agreed storage area to be provided by the Landowner.

61.5 The costs associated with the growing, harvesting and storage of all fodder crops, shall be agreed by the parties as set out in Table 12.

61.6 Growing crops on the land shall belong to the Landowner until severed but shall be held by him subject to the rights and interests, if any, of the Share Farmer therein pursuant to the provisions of This Agreement and in particular may not be sold or disposed of by the Landowner without the written consent of the Share Farmer.

62. DIVISION OF SCHEME PAYMENTS AND, CROPS OR PRODUCE SALES (if applicable)

62.1 The parties to This Agreement have agreed to divide any scheme payments as set out in Table 10B

62.2 The parties to This Agreement have agreed where an EU/Government support or other payment received by one party is to be shared with the other party, that the portion of that payment due to the other party is to be paid to him/her by the party that receives the full payment within the time and in the manner set out in Table 11.

62.3 If the parties agree that a crop or produce for sale (e.g. surplus silage) is to be grown on the Included Lands the costs of growing the crop and each party's share of the proceeds (see Table 10A) shall be set out in Table 12 before the growing and/or sale of the crop as appropriate.

63. CONCENTRATES & OTHER PURCHASED FEEDS

63.1 Unless otherwise agreed, the cost of purchased concentrates required for the purposes of This Agreement shall be agreed as set out in Table 12. The parties shall record and agree an inventory of all concentrates and other feedstuffs on hand at the commencement of This Agreement as set out in Table 32.

64. GRASSLAND MANAGEMENT

64.1 It is agreed that the minimum average farm cover shall be no less than 500 kilograms of dry matter per hectare at the end of the grazing season.

64.2 The Share Farmer shall begin to extend the grazing rotation (number of days in the rotation) from the 15th of August each year to reach a maximum Average Farm Cover of 1,000-1,200 kilograms of dry matter per hectare by the 30th of September each year.

64.3 The Share Farmer shall close up the grazing platform in the proportions and on the dates specified in (i) and (ii) below to provide early spring grass for the following year. Once closed, these areas will not be grazed after that date:
(i) not less than 60% to be closed by 1st November; and
(ii) not less than 100% to be closed by 1st December.

64.4 The Share Farmer shall complete, make use of and follow the "Spring Rotation Planner" (in accordance with Annex 4) to manage grass during the first grazing rotation each year. The Share Farmer shall complete a weekly grass cover using the summer grass wedge (in accordance with Annex 5) to establish any surplus or shortfall in grass supply from April to October inclusive. From October to the close of grazing, the Share Farmer shall complete, make use of and follow the "Autumn Planner" (in accordance with Annex 6) to ensure he/she meets the relevant grass cover targets as described in Clause 64.3.(i) and 64.3.(ii).

64.5 If, on termination of This Agreement, there is a surplus or a shortfall in the winter forage available on the Included Lands, the average farm cover, or the % of the grazing area closed, any surplus or shortfall will be divided between the Landowner and the Share Farmer in accordance with the same percentage as value of the milk sales is divided as set out in Table 10A.

65. SOILED WATER COLLECTION, STORAGE & DISPOSAL

65.1 The Landowner shall:
(a) Provide adequate systems for the collection and disposal of soiled water and dairy washings. (in accordance with the Nitrates Regulations SI 31 of 2014 or as the same may be amended).
(b) Indemnify as set out in Clause 71 the Share Farmer against charges or actions arising from the failure by the Landowner to comply with paragraph (a) except any fines, penalties, or actions arising out of the failure of the Share Farmer to operate the relevant system and/or comply with applicable regulations in a proper and skilful manner.

65.2 The Share Farmer shall:
(a) Manage the soiled water and dairy washings collection and disposal system appropriately and in accordance with all applicable nitrates regulations (SI 31 of 2014 or as the same may be amended).
(b) Indemnify as set out in Clause 71 the Landowner against any losses arising out of the failure of the Share Farmer to operate the system appropriately.

65.3 The Share Farmer shall notify the Landowner immediately where there is a deficiency or if a failure occurs in the equipment or system. In the event that the Share Farmer cannot contact the Landowner, the Share Farmer is authorised to fix the fault immediately, at the reasonable cost of the Landowner.

65.4 The parties to This Agreement acknowledge their responsibilities under all EU / Department of Agriculture & Food Regulations and under Environmental Regulations (SI 31 of 2014 or as the same may be amended).

66. SLURRY COLLECTION, STORAGE & DISPOSAL

66.1 The Landowner shall provide adequate slurry and silage effluent storage facilities in accordance with the Nitrates Directive (SI 31 of 2014 or as the same may be amended). The details of these storage facilities shall be as set out in Table 14 of This Agreement

66.2 The Share Farmer shall operate and manage the slurry and silage effluent storage facilities and shall do so in accordance with the Nitrates Directive (SI 31 of 2014 or as the same may be amended).

66.3 The parties to This Agreement acknowledge their responsibilities under all EU / Department of Agriculture & Food Regulations and under Environmental Regulations SI 31 of 2014 (or as the same may be amended).

67. WEEDS AND PEST CONTROL

67.1 The costs associated with control of weeds and pest control in the farmyard, not including grassland weeds, shall be divided between the Landowner and the Share Farmer as set out in Table 12.

67.2 The Share Farmer shall during the course of This Agreement provide the necessary labour and at appropriate times of the year take all steps to eradicate all noxious weeds and weeds of economic importance from the land.

68. WATER SUPPLY

68.1 The Landowner shall provide a suitable water supply system of sufficient capacity to provide water of acceptable quality for stock at grass, in all animal housing and in the milking premises and for all the purposes of This Agreement generally.

68.2 Where water is provided from the Landowner's private well, the costs of providing water shall be included in the ESB costs for the farm and shall be divided as set out in Table 13

68.3 Where water is supplied from a public water system, the parties agree to share the associated costs and include said costs under the category of sundry fixed items in Table 13.

68.4 The Share Farmer shall have responsibility for minor repairs to the water system and regular maintenance of water pumps, and the Landowner shall provide the materials, where necessary, for this purpose.

68.5 The Landowner shall provide any relevant historical information in relation to the use of the public water system, in the two years immediately preceeding, to the Share Farmer at or before the date of signing of This Agreement, as set out in Table 33.

68.6 The metre readings for utilities on the included lands as of the Commencement Date have been agreed and set out at Table 34.

68.7 In the event of a serious interruption to the water supply or the need for major repairs to the supply, the Share Farmer shall immediately advise the Landowner, who shall take prompt steps, at the Landowner's expense, to remedy the situation. If a shortfall is due to climatic

conditions or a serious malfunction of the water supply system outside the Share Farmer's control, the Landowner must meet the cost of imported water.

68.8 If water is being used for any purpose not included in This Agreement for which the Share Farmer does not receive a share of the returns, then all costs associated with the supply of water to such purposes must be paid by the Landowner.

69. SUPPORTS AND CONTRIBUTIONS

69.1 For avoidance of doubt it is expressly agreed that This Agreement shall not confer any, right or interest on the Share Farmer in the EU/Government supports, AEOS, GLAS, GLAS+, ANC Payments, other subsidies and payments relating to the Included Lands saves as herein provided in relation to the division of payments as set out in Table 10B, during, after, or at the termination of This Agreement.

69.2 Save where the statutory or regulatory provisions governing the same otherwise provide the parties agree that nothing in This Agreement shall affect the entitlement of either party to apply for any EU/Government supports, AEOS, GLAS, GLAS+, ANC Payments, other subsidies and payments.

70. OCCUPATIONAL SAFETY AND HEALTH

70.1 The Landowner and the Share Farmer acknowledge that safety in the workplace is a priority to both parties and that both parties will take all practicable measures to ensure safe working conditions and to comply with the Safety, Health and Welfare at Work Act 2005 and all applicable statutory provisions and regulations.

70.2 The Share Farmer and the Landowner each hereby undertakes to notify each other and all relevant insurers at once of the occurrence of any accident / serious damage / injury that shall occur in the course of This Agreement or on the lands of the Landowner or in the course of the implementation of This Agreement.

71. INSURANCE AND INDEMNITY

71.1 The Landowner agrees to maintain adequate policies of insurance to cover employer's, public and occupier's liability in relation to the Included Lands buildings, plant and machinery (including motorised vehicles) owned by him or provided by him for the purposes of This Agreement to the minimum value as set out in Table 37.

71.2 The Share Farmer agrees to maintain adequate policies of insurance to cover employer's, public and occupier's liability in relation to the Included Lands buildings, plant and machinery (including motorised vehicles) owned by him or provided by him for the purposes of This Agreement to a minimum value as set out in Table 38.

71.3 A copy of any policy of insurance required to be effected by a party under This Agreement shall be furnished to the other party within seven days if requested together with the receipt for the latest or current premium.

71.4 The Share Farmer shall use his best endeavors to ensure that Livestock are adequately monitored to prevent straying or damage to the property of third parties, and will indemnify

the Landowner against all actions, costs and demands by third parties arising out of any breach of this provision by the Share Farmer, his servants or agents.

71.5 The Landowner agrees to indemnify and keep indemnified the Share Farmer in respect of:

(i) his personal liabilities whatsoever arising whether from any action or inaction by the Landowner prior to the commencement hereof.

(ii) Any loss or damage suffered by Share Farmer as a result of any breach of Clause 71 by the Landowner or of any other undertakings, covenants conditions or terms hereof whatsoever.

71.6 The Share Farmer agrees to indemnify and keep indemnified the Landowner in respect of:

(i) his personal liabilities whatsoever arising whether from any action or inaction by the Share Farmer prior to the commencement hereof.

(ii) Any loss or damage suffered by the Landowner as a result of any breach of Clause 71 by the Share Farmer or of any other undertakings, covenants conditions or terms hereof whatsoever.

72. PREVENTION AND RESOLUTION OF DISPUTES

72.1 Any dispute as to the terms and conditions of This Agreement and/or as to the subject matter hereof shall be resolved or determined in accordance with the provisions of this Clause.

72.2 Any such dispute shall in the first instance be referred to a Facilitator before it may be referred to Arbitration hereunder.

72.3 The facilitator shall be the person named in Table 3 or any third party agreed by the Parties. The Facilitator shall have the power to nominate at his/her discretion, having consulted with the Parties another person with particularly relevant skills to act in his/her place as Facilitator. The Facilitator shall also have the power to consult such a person while acting as Facilitator.

72.4 The opinion or recommendation of the Facilitator shall not be legally binding unless adopted by both parties and reduced to writing and recorded and signed as having being agreed between them.

72.5 Any dispute, which is not resolved by referring it by agreement to a Facilitator under clause 72.2 hereof, shall be referred in the first instance to conciliation in accordance with the provisions specified in the THIRD SCHEDULE hereto before being referred to arbitration.

72.6 All disputes, which arise between the parties, and which have not been resolved by the intervention of the facilitator or under Clause 72.3 hereof, or by the conciliation process set out in the THIRD SCHEDULE hereto may be referred by either of the Parties or both to a single Arbitrator who shall have all the powers provided for an Arbitrator in the Arbitration Act 2010.

72.7 If the parties fail to agree on the choice of the Arbitrator, then the arbitrator shall be nominated by the President for the time being of the Law Society on the written application of either party on three days' notice to the other.

72.8 The Arbitrator shall have full power to dissolve this share farming agreement should he think fit.

72.9 Any decisions made by the Arbitrator shall be final and binding on all parties in accordance with the law.

73. TERMINATION & EXTENSION PROCEDURES

73.1 The parties shall at the latest meet three months before the termination date of This Agreement, to discuss and set out in writing any remaining matters or action that may be required to fulfil the terms and conditions of This Agreement before the expiry thereof

73.2 The Landowner and the Share Farmer shall, on termination of This Agreement, account to each other for the items of machinery, implements, and vehicles as set out in Table 29 and Table 30.

73.3 In the event of termination of This Agreement, the Share Farmer shall be entitled to receive from the Milk Purchaser, the Share Farmer's proportion of the actual, deferred, and final

payment that is unpaid on milk or milk solids produced during the season up to the date on which the termination takes effect.

73.4 At termination of This Agreement the parties agree that the winter feed reserves and pasture cover are to be equivalent to that at the commencement of the agreement as set out in Table 32. The amount of feed and fodder available is recorded in Appendix 1. If there is a surplus or a shortfall this is to be valued and a compensatory payment made by one party to the other.

74. DISSOLUTION

74.1 Where the Share Farmer commits a serious breach or breaches of This Agreement, the Landowner may give the Share Farmer notice in writing to remedy the breach or breaches and, if the breach or breaches are not rectified within 10 working days or recur after such notice, the Landowner may terminate the agreement immediately by serving notice in writing to that effect on the Share Farmer.

74.2 Where This Agreement is terminated under this clause, the Share Farmer shall be entitled to all monies actually due to the Share Farmer at the time of the termination and subsequent payments on production up to the date of termination.

74.3 Where This Agreement is terminated by the Landowner pursuant to Clause 74.1 the Landowner shall be at liberty to recover damages for breach of the agreement, and without prejudice to any other rights of the Landowner, and also without prejudice to the Share Farmer's rights to refer the matter to facilitation, conciliation, arbitration under Clause 72.

74.4 Where the Landowner commits a serious breach or breaches of This Agreement, the Share Farmer may give the Landowner notice in writing to remedy the breach or breaches and, if the breach or breaches are not rectified within 10 working days *or recur* after such notice the Share Farmer may terminate the agreement immediately by serving notice in writing to that effect on the Landowner.

74.5 Where This Agreement is terminated under this clause, the Landowner shall be entitled to all monies actually due to the Landowner at the time of the termination and subsequent payments on production up to the date of termination.

74.6 Where This Agreement is terminated by the Share Farmer pursuant to Clause 74.4 the Share Farmer shall be at liberty to recover damages for breach of the agreement, and without prejudice to any other rights of the Share Farmer, and also without prejudice to the Landowner’s rights to refer the matter to facilitation, conciliation, arbitration under Clause 72.

74.7 In the event of termination of This Agreement under Clause 74 hereof, any assets owned by the Share Farmer shall be removable by the Share Farmer on the expiry of the 10 day notice and the Landowner shall facilitate the removal of such as assets without any obstruction or undue delay.

74.8 On termination of This Agreement any feedstuffs, fertilisers, sprays, seeds or other materials acquired and paid for jointly under This Agreement in accordance with Table 12 and Table 13 and still held in stock shall belong to the parties *pro rata* with the manner in which the

cost thereof has been discharged, taking into account any contribution made by one party to the other party in relation to that particular item.

74.9 If either party disputes the right of the other party to terminate This Agreement, the dispute may be referred to facilitation/conciliation under Clause 72.

74.10 If either party shall become bankrupt or insolvent or compound or make any arrangement with creditors or have a petition for a bankruptcy order against him presented to the court or insolvency proceedings commenced This Agreement shall terminate immediately.

74.11 A Share Farmer who possesses, or cultivates any illegal substance or who commits an offence against the Misuse of Drugs Act 1984 or as the same may be amended, on the Included Lands will be considered as having committed a serious breach of This Agreement and those actions constitute grounds for immediate termination of This Agreement.

74.12 Any Landowner who possesses, or cultivates any illegal substance or who commits an offence against the Misuse of Drugs Act 1984 or as the same may be amended on the Included Lands will be considered as having committed a serious breach of This Agreement and those actions constitute grounds for immediate termination of This Agreement.

75. STATUTORY OBLIGATIONS

75.1 Each party shall keep adequate, proper and true records of all farming and other operations carried out under This Agreement and shall if requested make them available for inspection by the other party or his agent at any reasonable time on reasonable notice and each party shall keep proper and separate books of accounts and receipts in respect of all expenditure and income under This Agreement.

75.2 Each Party agrees to take all steps necessary to facilitate any inspection requested or notified by the Department of Agriculture, Local Authorities or any other Statutory Body in the exercise of their statutory functions and hereby covenants to comply, promptly, fully and adequately with any request for information or requirement by the Department of Agriculture or by such Statutory Body in connection with the same.

75.3 All Statutory and regulatory provisions applicable to the subject matter of This Agreement shall be complied with in full by each of the parties to the best of the ability of the parties.

76. PENALTIES

76.1 Each of the parties covenants with the other to comply fully in every respect in the course of the implementation of This Agreement with all requirements of any DAFM or EU support schemes (including Basic Payment, AEOS, GLAS, ANC Payments) relevant or applicable to the undertaking hereby agreed.

76.2 If any penalty be levied on the Landowner as a result of non-compliance with any requirement of any DAFM or EU support schemes (including Basic Payment, AEOS, GLAS, ANC Payments) in respect of any lands other than the Included Lands or arising from any activity of the Landowner not connected with or resulting from the implementation of This Agreement, with the result that any benefit specified in Table 10B hereto is adversely affected or reduced, or any penalty imposed that would adversely impact hereon,

the Landowner shall indemnify the Share Farmer fully in respect of any loss or damage or reduced income resulting therefrom.

76.3 If any penalty be levied on the Share Farmer as a result of non-compliance with any requirement of any DAFM or EU support schemes (including Basic Payment, AEOS, GLAS, ANC Payments) in respect of any lands other than the Included Lands or arising from any activity of the Share Farmer not connected with or resulting from the implementation of This Agreement, with the result that any benefit specified in Table 10B hereto is adversely affected or reduced, or any penalty imposed that would adversely impact hereon, the Share Farmer shall indemnify the Landowner fully in respect of any loss or damage or reduced income resulting therefrom.

76.4 Each of the parties hereby undertakes to fully indemnify and keep indemnified the other against any loss or penalty sustained as a result of failure by that party to comply with the terms of Clauses 50.4, 76.1, 76.2 and 76.3 hereof.

76.5 The Share Farmer shall bear no responsibility for any obligations of the Landowner under cross compliance, AEOS, GLAS, EU, Government or Local Authority requirements arising solely from any land, buildings or activities that are not the subject matter of This Agreement.

76.6 The Landowner shall bear no responsibility for any obligations of the Share Farmer under cross compliance, AEOS, GLAS, EU, Government or Local Authority requirements arising solely from any land, buildings or activities that are not the subject matter of This Agreement.

77. DEATH OF A PARTY

77.1 In the event that the Share Farmer dies during the period of This Agreement, the Agreement will terminate as from the date of the Share Farmer's death.

77.2 The personal representatives of the estate of the Share Farmer are entitled under Clauses 73.1 to 73.5 to all monies due to the Share Farmer at the time of the Share Farmer’s death, including deferred or final payments, but subject to adjustment in respect of any other matters of income or outgoings (or both) arising under This Agreement.

77.3 Any assets owned by the Share Farmer, shall, in the event of his death, be removable by the personal representatives of his estate and the Landowner shall facilitate the removal of such as assets without undue delay.

77.4 In the event that Landowner dies during the course of This Agreement. This Agreement shall enure to bind his personal representatives, executors and assigns and the agreement will continue until the end of the current production season when it shall end. The end of the current production season shall be the fifteenth day of December unless otherwise agreed in writing.

77.5 The personal representatives of the estate of the Landowner shall be entitled to all monies due to the Landowner at the time of the Landowner’s death, including deferred payments and all payments due to the Landowners estate from the time of his death to the end of the current production season. These payments shall be subject to adjustment in respect of any other matters of income or outgoings (or both) arising under This Agreement.

78. MISCELLANEOUS/OTHER

78.1 Neither the Share Farmer nor the Landowner shall assign any of his responsibilities, rights, privileges or benefits under This Agreement without the prior consent in writing of the other party.

78.2 Should This Agreement be silent on any matters or things becoming in dispute between the parties then such matters or things shall be determined in accordance with recognised custom prevailing and in accordance with good husbandry and farming practice and in default of agreement dealt with pursuant to Clause 72 dealing with the Prevention And Resolution of disputes.

78.3 Any reference to any party to This Agreement shall include his or her successors in title and personal representatives, by and against whom, subject as herein appearing, This Agreement shall be enforceable as if they had been originally named as parties.

78.4 Where the context so requires words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter and vice versa.

78.5 A notice shall be deemed to have been served at the time of service if it was served personally or directed to the intended recipient and sent by ordinary pre-paid post to the address of that party set out in This Agreement, and if so directed by ordinary pre-paid post it shall be deemed to have been served 48 hours after the envelope containing the same was put in the post.

78.7 This Agreement supersedes any previous agreement between the parties in relation to the subject matter hereof and is executed in three identical copies one for each party and one for the appointed facilitator.

78.8 Nothing in This Agreement nor anything done in pursuance of This Agreement shall create or be deemed to create a tenancy, partnership, relationship of principal and agent, or contract of employment between the parties.

78.9 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach

78.10 This Agreement shall not be varied or amended except in writing, such amendment or document to be signed by both parties.

78.11 If at any time any of the provisions of This Agreement is or becomes or is held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not be affected but the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory substituted provision

78.12 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts

78.13 Each party shall pay the legal costs and other expenses incurred by him/her in the preparation and execution of This Agreement

78.14 Any and all knowledge and/or information disclosed by one party to the other or learned by a party about the business and private affairs of the other party shall be considered confidential and shall not be disclosed to any third party unless in accordance with obligation by law.

79. SCHEDULES

FIRST SCHEDULE: Farm Payments

A. COST ITEMS TO BE PAID FOR JOINTLY

1. Where a cost item is to be paid for jointly by the parties each of them will contribute their proportions of the costs incurred on or before the date due for the payment of same.

2. Unless the parties have otherwise agreed each party shall arrange for the payment of his proportion of the cost directly to the supplier.

3. The parties may agree that one or other of them will liaise with the supplier and in that case the party doing so will provide full and accurate details of all dealings with the supplier to the other party and produce for inspection by the other party all delivery dockets, invoices, statements and receipts as soon as practicable after such documents are received and allow copies to be taken, if requested.

4. The party liaising with the supplier shall be entitled to notify the supplier of the joint liability of the parties and the proportions in which they have agreed to share the cost item.

PROVIDED ALWAYS that in any case where a party having joint responsibility for the discharge of a cost item fails to contribute his proportion on or before the due date for payment the other party shall be entitled to discharge the entire amount due and recover the proportion of the other party on demand together with interest thereon at the Specified Interest Rate, as defined below, from the date on which a demand for the payment of same is made in writing until actual payment.

B. COST ITEMS TO BE PAID FOR BY ONE PARTY – REIMBURSEMENT BY THE OTHER

1. In any case where a cost is to be paid for by one party but subject to reimbursement in whole or in part by the other party then the party responsible shall pay for it in accordance with the terms of payment of the supplier.

2. Save where the parties otherwise agree in writing a party obliged to reimburse the other party in respect of the whole or part of a cost item shall do so within 14 days from receipt of a demand therefor by the party who has paid the cost item but only subject to such demand being accompanied by a copy of the relevant invoice and proof of payment.

3. If a party obliged to reimburse another party shall fail to do so within the time allowed he shall be obliged to pay interest thereon at the Specified Interest Rate, as defined below, from the date on which a demand for the payment of same is made in writing until actual payment.

C. PAYMENTS BASED ON EU/GOVERNMENT SUPPORTS

In any case where the Agreement provides that one party shall pay to the other party a sum calculated by reference to the amount that the party making the payment receives pursuant to

his entitlement to EU/Government Supports, REPS, AEOS, GLAS and ANC Scheme Payments, other subsidies and payments he shall pay that amount as set out in Table 10B and Table 11. If a party is obliged to make a payment of the kind referred to above fails to do so within the time specified for the payment of same, whether demanded or not, he shall be obliged to pay interest thereon at the Specified Interest Rate, as defined below, from the date on which the relevant payment was received by him.

D. GENERAL

1. For avoidance of doubt it is expressly agreed that any monies owed by one party to another pursuant to the terms of This Agreement may be set off against any other monies owed by that other party to the first mentioned party.

2. It is also expressly agreed that where a party fails to discharge any monies due to another party on or before the due date for payment of same in accordance with the terms hereof the party to whom the monies are owed shall be entitled to a lien over the other party's portion of the Produce and or Livestock the subject of This Agreement and shall be entitled to enforce that lien by a sale of such amount of the produce as is necessary to recover the monies due and this provision is without prejudice to any other rights or entitlement of each party hereto to sell or otherwise dispose of produce other parties in accordance with the terms of This Agreement.

3. In this Schedule " Specified Interest Rate" means the rate payable on undischarged judgments of the Courts of Ireland pursuant to the Courts Act 1981 As Amended from time to time during the period in respect of which interest is payable.

SECOND SCHEDULE: Licence

1. The Licence hereby granted by the Landowner shall be non-exclusive to the extent that the Share Farmer, his servants, and agents, shall be entitled to carry out fully all the provisions of the Share farming Agreement and it is hereby agreed that any Licence hereby granted is to that extent amended.

2. The Licence is personal to the Share Farmer and is not intended to create a tenancy or other demise nor any interest in the premises.

3. It is hereby agreed that this Licence may only be exercised in conjunction with and in furtherance of the Share Farming Agreement to which it is annexed

4. The Share Farmer shall not be entitled to permit any other person to enter the premises or any part thereof as a licensee or otherwise without first obtaining the consent in writing of the Landowner save for the purposes of and in accordance with the terms of This Agreement.

5. The Share Farmer shall not make any structural alterations to the premises nor make any alterations whatsoever in the internal arrangements or external appearance of any buildings on the premises except with the prior consent in writing of the Landowner.

6. The Share Farmer shall maintain and keep the premises and all buildings and structures thereon and the fences including boundary fences, ditches, hedges, timber and other trees, drains, pipes, roads and paths on the Included Land or serving same in good order, repair and condition, from the commencement of the license until it terminates and then leave it in that condition ordinary wear and tear excluded.

7. The Share Farmer shall notify the Landowner forthwith of any damage that may be occasioned to any property of the Landowner.

8. The Share Farmer shall not use the premises or permit them to be used except for the purposes of share farming.

9. The Share Farmer shall not create or allow to be created any nuisance on the premises nor do or allow to be done anything which may render the Landowner liable to any Third Party or render the Landowner liable for any more than the present rate of premium for insurance.

10. The Share Farmer agrees that the Landowner reserves the right for himself his servants or agents to enter upon the premises with such animals, vehicles and appliances as may be necessary for the discharge of any business or businesses of the Landowner at all times during the period of this license, the Landowner making good damage thereby caused.

11. At the termination of the licence the Share Farmer shall cease all use of the premises and refrain from any act that may interfere or tend to interfere with the possession and exclusive use thereof by the Landowner or any other party entitled to the use or possession thereof and shall have no further claims to or over the premises.

12. The Share Farmer must not, without the previous written consent of the Landowner, plough up any permanent pasture land.

THIRD SCHEDULE: Conciliation

Conciliation Procedure as referred to in Clause 72.5 of the Agreement.

1. This procedure shall apply to any conciliation requested under General Clause 35.5 of the Agreement.

2. A party to the Agreement seeking conciliation shall notify the other party to that effect and shall at the same time specify the matter in dispute.

3. The parties shall agree on a conciliator, and failing agreement within 10 days of notice under Article 2 of this schedule, shall request the Facilitator referred to in Clause 72.3 above or a representative of Teagasc or a Farming Organisation to appoint a conciliator.

4. The conciliator shall require the parties to submit, in advance of the hearing, a brief written opening statement and appending the necessary documentation not later than 10 working days after his appointment. The parties shall at the same time notify the conciliator of the names of the persons appearing at the conciliation.

5. The conciliator shall within 10 working days after receipt of statements and documentation establish the order of the proceedings and shall arrange a convenient time, date and place for the hearing.

6. The conciliator may consider and discuss such solutions to the dispute as he thinks appropriate or as may be suggested by either party. All information given to the conciliator is confidential and shall remain so unless authorised by the party who supplied the information.

7. The conciliator may, having informed the parties, consult independent third party experts.

8. The conciliator shall endeavour to commit the parties to reach a mutual settlement failing which he shall within 10 working days of the hearing, issue his recommendation. He shall not be required to give reasons. It shall remain confidential if rejected by either party.

9. If neither party rejects the recommendation within 10 working days after its issue, it shall be final and binding on the parties. If either party rejects the recommendation, a request for arbitration may be made under Clause 72.5 of This Agreement.

10. Each party to the conciliation shall pay their own costs. The parties shall be jointly and severally liable for the conciliators costs in equal shares, unless the conciliator decides otherwise.

11. Conciliations are settlement negotiations and are without prejudice to the rights of the disputants. All statements, information and material, made, given or exchanges, orally or in writing either during the conciliation or prior thereto or thereafter upon the request of the conciliator once made in circumstances where the parties agree that same are wholly privileged and are on a without prejudice basis shall be inadmissible in any legal proceedings, in court or arbitration, to the maximum extent permitted by law. Evidence, which is otherwise admissible in legal proceedings, shall not be rendered inadmissible as a result of its

use in the conciliation. The parties in dispute agree not to summon or otherwise require the conciliator to appear or testify or produce records, notes or any other information or material in any legal proceedings, in court or arbitration, and no recordings or stenographic records will be made of the conciliation.

12. Any agreement reached by the parties in dispute through conciliation shall be set down in writing and duly executed by them or their authorised representative.

80. ANNEXES

Annex 1 Sample Monthly Management Report Date: ___/___/20___

(To be completed by the Share Farmer in advance of the monthly management meeting in accordance with Clause 48.3)

1 Stock Numbers

	Stock on Hand		**Number**	**Type**
Cows Milking		**Births**		
Dry Cows		**Deaths**		
Heifers 0-1 yrs		**Sales**		
Heifers 1-2 yrs				
Other Calves		**Purchases**		
Other				

2 Milk Production

	Current Month			Year to Date		
	Actual	Budget	Last year	Actual	Budget	Last year
Litres of Milk Sold						
Fat %						
Protein %						
Kgs Milk Solids (Total)						
SCC						
TBC						
Thermoduric						
Lactose						

3 Grassland Management

	Current Month
Average Farm Cover (kgs DM/ha)	
Stocking Rate on Grazing Platform (LU/ha)	
Cover/Livestock Unit (kgs DM/LU)	
Meal Feeding (kgs/Cow)	
Grass Surplus Cut (Quantity)	
Hectares Closed for Silage (Ha)	
Winter Fodder Stocks (tonnes DM)	
Decisions;	

4 Animal Health

	Cases this Month	Treatment
Mastitis		
Lameness		
Grass Tetany		
Milk Fever		
Calf Scour		
Other		

5 General Repairs & Maintenance

	Item	Materials Required
Planned Repairs		
Farm Infrastructure*		
Buildings		
Machinery		
Weed & Pest Control		
Other		
Emergency Repairs		
Farm Infrastructure*		
Buildings		
Machinery		
Weed & Pest Control		
Other		
*Farm infrastructure includes roadways, water system, fencing & gates		

Annex 2 **Fodder Budgeting Worksheet** **___/___/20___**

Fodder Budgeting Worksheet

(Complete yellow cells)

Farmer: **Advisor:**

Phone No. **Phone No.** **Date:**

Animal Type		No. of Animals (a)	Winter Feeding Days (b)	Dry Matter Required / Head Day Kg (c)	Planned Meal Feeding Kg /Head/Day (d)	Meal required (tonnes fresh wt.)	Net Roughage Intake per Day (Kg DM) (e = c -	Total Roughage required Kg DM (f = a x b x e)	
Cows				11		0.0	11.0	0	
Incalf Heifers				9		0.0	9.0	0	
Weanlings				4.7		0.0	4.7	0	
Cattle:	1x Males			9.5		0.0	9.5	0	
	1x Heifers			8.3		0.0	8.3	0	
	Other					0.0	0.0	0	
Total		**0**				**0.0**		**0**	(x)

Fodder Available					*	Kg Dry Matte
Silage		Tons x	1000	x	20	0
Silage		Rd bales x	700	x	30	0
Maize		Tons x	1000	x	32	0
Straw		Rd bales x	150	x	0.86	0
Hay		Rd bales x	240	x	0.86	0
Kale		Tons x	1000	x	0.14	0
Home Grains		Tons x	1000	x	0.18	0
Winter Grass		Tons x	1000	x	0.16	0
Other Feeds		Tons x	1000	x		0
Other Feeds		Tons x	1000	x		0
Total kg Dry Matter Available =						**0**
* Convert from tons to kg						(y)
** Use the known Dry Matter (where available)						

Meal Feeding

Planned Meal Feeding **0.0** **Fresh wt**

Roughage

Roughage required **0.0** **t DM**

Roughage available **0.0** **t DM**

Surplus/Deficit

Fodder surplus/defecit* = **0** **t DM**

(x - y) kgs DM

* A minimum roughage budget must be done if fodder deficit

Recommendations - How to Make Up Deficit

Where roughage is very tight and meals are good value, the minimum roughage that can be fed in terms dry matter is 1% of body weight. For example, a 600kg cow must get 6kgs DM roughage per day (600 x 1/100).

Annex 3 **Breeding Season Plan** **___/___/20___**

	Target		**Actual**	
No. of cows and heifers to be served	Cows	Heifers		
No. of heifers required in 20__				
No. of dairy AI straws needed	5 straws/repl. reqd.			
Aids to heat detection to be used				
Planned start of calving, 20__				
Start of pre-service heat detection	3 weeks before start of AI			
Start of AI (maiden heifers)	1 week before cows			
Start of AI (cows)				
Submission rate – 3 weeks		90 %		%
Cows served in Week 1 (%)	No.	30 %	No.	%
Cows served in Week 2 (%)	No.	30 %	No.	%
Cows served in Week 3 (%)	No.	30 %	No.	%
Examination of non-cycling cows	9 weeks after start of AI			
Change to beef AI/ beef stock bull	All dairy AI straws used			
End of breeding season	13 weeks after start			

Annex 4 – Spring Rotation Planner

(To be completed by the Share Farmer in advance of spring grazing in accordance with Clause 64.4)

My grazing Platform _____ Hectares (or acres)

Complete the number of Ha (or acres) that **should** be grazed each week in the table below before you start grazing this spring.

Table 1: Daily spring grazing area allocation.

Week start date	Fraction of farm grazed per day	No. of Ha (or acres) that should be grazed each day*	Week end date	Fraction of total area to be grazed by week end	No. of Ha (or acres) that **should** be grazed each week	No. of Ha (or acres) that you **actually** grazed each week
February 1	1/100		February 7	7/100		
February 8	1/92		February 14	15/100		
February 15	1/84		February 21	23/100		
February 22	1/76		February 28	32/100		
March 1	1/68		March 7	43/100		
March 8	1/60		March 14	54/100		
March 15	1/51		March 21	68/100		
March 22	1/43		March 28	84/100		
March 29	1/35		April 4	100/100		
April 5	1/19		**Begin rotation 2**			

*For example: for a 50 cow herd with 50 grazing acres, 0.5 acres (50 acres divided by 100) or 2000m² (20ha =200,000 m² divided by 100) should be allocated to the herd each day during the first week of February. *Multiply by 10,000 to bring ha to square metres.*

Farmer Name	
Discussion Group Name	

Annex 5 – Summer Wedge.

(To be completed by the Share Farmer on a weekly basis during the main grazing season in accordance with Clause 64.4).

Farm Walk Recorder **Date:**

kg DM/ha	Paddock No./Name					
2500						
2400						
2300						
2200						
2100						
2000						
1900						
1800						
1700						
1600						
1500						
1400						
1300						
1200						
1100						
1000						
900						
800						
700						
600						
500						
400						
300						
200						
100						
0						

Instructions:

- Write the paddock name or number in the first empty column next to the available cover that you have measured/estimated is on the paddock
- The above table has ranked the paddocks in order of the highest cover to the lowest pasture cover
- Plot this information on the Pasture Wedge page

Manual Pasture Wedge

Date:

Calculate your ideal pre-grazing yield using the following equation:

Stocking rate	×	Allocation/cow	×	Rotation	+	Residual	=	Target Pre-grazing yield
	×		×		+		=	
cows/ha		kg DM/cow/day		days		kg DM/ha		kg DM/ha

Mark an x in the first column at the target pre-grazing yield
Mark another x in the last column at the target residual
Join the two x's with a straight line

kg DM/ha
2500
2400
2300
2200
2100
2000
1900
1800
1700
1600
1500
1400
1300
1200
1100
1000
900
800
700
600
500
400
300
200
100
0
Paddock No. / Name

= Average Farm Cover
(Calculated on the reverse of this sheet)

= Growth Rate

Shaded area represents ideal target pre-grazing yield (1100 to 1500 kg DM/ha – increase stocking rate if pre-grazing yield is too low.

Annex 6 The 60:40 Autumn Grassland Management Plan

(To be completed by the Share Farmer in accordance with Clause 64.3)

Year: _____

Area available for grazing: _____ hectares

Date on which last round starts: _____

Table 1: Area available for grazing each day this autumn

	60%	**40%**
Date	Date 60% is grazed	Date cows are full-time housed
Number of days	From start to 60% date *(a)*	From 60% date to housing date *(b)*
Hectares to be grazed	*(c)* (0.6 X total area)	*(d)* (0.4 X total area)
Hectares per day	(*c* ÷ *a*)	(*d* ÷ *b*)

Table 2: Autumn grazing planner showing weekly targets (from Table 1)

Week Beginning	**Grazing area**		**Actual area grazed per week**
	per day	**per week**	
Total		Ha	Ha

Annex 7 Farm Financial Records

In accordance with Clause 40.2.7 the farm financial records from the three previous years shall be attached herein.

Annex 8 Farm Fertiliser Plan / Nitrates Derogation Plan

In accordance with Clause 59.2 the most current farm fertiliser or nitrates derogation plan shall be attached here.

Annex 9 Map(s) of Included Lands in This Agreement to be attached here.

Appendix 1 Feed Inventory at Termination of Agreement

Agreed Inventory of Feed at Termination of Agreement in accordance with Clause 73.5		
Type	**Quantity (Tonnes Fresh)**	**Value**
Grass Silage		
Other Silage 1 ( )		
Other Silage 2 ( )		
Hay		
Straw		
Concentrates		
Other ( )		
Grass Cover: Average farm cover at termination of the agreement is ..... kgs of dry matter per hectare. Grazing area .....hectares		