

Upon the instructions of Mr.T.A.Clover

**RHIWBEBYLL BELLA
LLANDYRNOG
DENBIGHSHIRE
LL16 4NB**

80.56 acres or thereabouts

TO BE LET BY TENDER

(as a whole)

**with effect from 1st May 2014
or sooner by arrangement**

**TENDERS TO BE SUBMITTED BY
THURSDAY 17TH APRIL 2014**



RHIWBEBYLL BELLA

A renowned Livestock rearing farm of 80.56 acres (32.6 hectares), - offered as a whole, comprising the Farmhouse, Buildings and adjoining Land.

The Property is being offered to let under the Agricultural Tenancies Act 1995 as a “Farm Business Tenancy” for a fixed term of 3 years if let as a whole. Consideration may be given to a 5 year term.

For the Farmhouse only, repair and maintenance liabilities will be shared between Landlord and Tenant in the same manner as specified for “model clauses” of the Agricultural Holdings Legislation for England and Wales, i.e. Landlord responsible for the main structure (roof, main walls etc) and Tenant will be responsible for the interior.

Repair and maintenance of all outbuildings will be the responsibility of the Tenant.

RESERVATIONS

The following will be reserved to the Landlord, or where applicable, to persons authorized by the Landlord:-

1. The exclusive right to all timber and other trees (except fruit trees) underwood pollards and saplings on the Holding, together with the right to mark, fell, cut, process, extract and remove such timber and trees.
2. The exclusive right to all mines, minerals, quarries, stones, sand, brickearth, clay, gravel, turf, petroleum and its relative hydrocarbons and all other gases and minerals on or under the Holding.
3. The exclusive right to all treasures or archaeological artefacts discovered on the Holding.
4. The right to use any existing and to create any new roads, tracks or paths on the Holding to gain access to other property belonging to the Landlord (subject to making a reasonable contribution towards the cost of maintaining such roads tracks or paths).
5. The right to lay or maintain across the Holding such pipes drains conduits cables wires or other conducting media as are reasonably required for the benefit of any other land belonging to the Landlord or for the exercise of any of the rights reserved.
6. The exclusive right to grant any wayleave, contract, easement or licence to any person and the benefit of all existing and future agreements entered into by the Landlord and all rents and other money payable under them.
7. The exclusive right to all game, deer, wild fowl, woodcock, snipe and other wild birds listed in Part I of the Second Schedule to the Wildlife and Countryside Act 1981 (including their nests and eggs), and fish together with the right to go on to the Holding to rear, preserve, shoot or kill all such creatures and to hunt, shoot, hawk, sport or fish on or over the Holding.
8. The right to go onto the Holding to kill and take away any rabbits hares mink wood pigeons and other pests subject to the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906.
9. The right (subject to the provisions of any statutory powers) to take water from any stream, spring or other source of supply on or beneath the Holding provided sufficient water is left for the Tenant’s reasonable use of the Holding.

GENERAL DESCRIPTION

A useful livestock farm with excellent potential, situated approximately 1-2 miles from Llangwyfan, and 2 miles from Llandyrnog. Nearest Livestock Markets are St.Asaph (10 miles) Mold (10 miles) St. Asaph (10.1 miles) and Ruthin (6 miles). The land is Grade 2, 3 and 4 as classified under the Agricultural Land Classification of England and Wales.

THE FARMHOUSE AND BUILDINGS, briefly the accommodation provides:-

Detached Farmhouse

(traditionally built of mainly rendered stonework under a slate roof).

Ground Floor

Covered entrance

porch: Having glazed and timber door opening to the Kitchen

Kitchen: *3.03m(9'11") x 1.59m(5'3")*
Plus 2.75m x 3.42m. Having a range of base cupboards, wall cabinets, roll top working surfaces, 1½ bowl sink unit with mixer tap. Part tiled walls. Electric Oven. Exposed Timber Beam. Radiator. Window to side elevation. Sliding door to the Utility area, having tiled floor, window to the rear elevation, shelving and boiler.

Cloakroom: Having a white suite comprising WC. wash hand basin. Window.

Lounge: *5.68m(18'8") x 3.77m(12'4")*
Having feature Inglenook fireplace with tiled hearth. Multi Fuel Stove. Large timber mantelpiece. Window. Telephone point. Tiled floor. Radiator. 2 further windows.

Sitting Room: *5.77m(18'11") x 2.78m(9'1")*
Having 2 windows to the front elevation, enjoying far reaching views over the Vale of Clwyd. Further window to side elevation. Exposed Timber Beams to the wall and ceiling. Radiator. Open fire. Tiled floor.

Inner Hall: Having tiled floor. Carpeted stairs rising to the first floor. Door to the rear porch.

Rear Porch: With rear exit door. Light.

First Floor

Landing: Having Window. Radiator. Access to the roof space. Inbuilt Airing Cupboard housing the hot water cylinder, and shelving.

Bedroom 1: *6.07m(19'11") x 3.20m(10'6")*
Having 2 windows to the front elevation, enjoying far reaching views over the Vale of Clwyd. Radiator. Carpet.

Bedroom 2: *4.39m(14'5") x 3.33m(10'11")*
Having window to side elevation. Radiator. Carpet.

Bedroom 3: 4.03m(13'3") x 4.09m(13'5")
Having 2 windows to the side and rear elevation. Radiator. Carpet.

Bathroom: 2.94m(9'8") x 1.75m(5'9")
Having a beige suite comprising a WC, pedestal wash hand basin, panelled bath and shower over bath, tiled splashback. Window. Radiator. Electric towel rail. Wall mounted electric heater. Carpet.

Outside

The property is approached via single track drive which opens to a large driveway area with off road parking for numerous vehicles. There are gardens to two sides with hedged and fenced boundaries together with outside light and Storage Shed.

FARM OUTBUILDINGS

Note: Parts of the outbuildings may be in an unsafe condition. All interested parties making an inspection of same should take particular care.

The extensive range of traditional farm Outbuildings are principally of stone and red brick/slate roof construction and comprise:-

‘L’ shaped range of outbuildings including former Shippon with Looseboxes, Store Rooms, open fronted Store Sheds, and Loft over part, with external stone step access.

Separate corrugated sheet roofed open Shed to rear of stone and brick outbuildings and attached leanto Shed

CONSERVATION AREA/LISTED BUILDINGS ETC

Rhiwbebyll Bella is **not** located in a Conservation Area and there are **no** known Listed Buildings, Ancient Monuments or other structures of historical interest.

SERVICES

Mains Electricity (Key meter). Private Drainage. Mains Water Supply (metered).

Land has access to a natural water supply.

GOOD HUSBANDRY/ENVIRONMENT/NVZ's

The tenant(s) will be required to farm in accordance with the rules of good husbandry and particularly to improve pastures/hedgerows.

Rhiwbebyll Bella is **partially** within a Groundwater Nitrate Vulnerable Zone and **partially** in the AONB. See plan for detail.

MAINTENANCE OF FENCES AND HEDGES

The ownership and maintenance of boundary fencing/hedging is believed to be in accordance with the “T” marks shown on the plan, and will be the responsibility of the Tenant. The Tenant will also maintain all the internal fences/hedges and all gates.

SINGLE FARM PAYMENT (ENTITLEMENTS)

No entitlements are included or available with the Holding – the successful Applicant(s) will need to bring his(their) own Entitlements to receive any Single Farm Payment.

REPAIR/IMPROVEMENTS TO FARMHOUSE

The substantial Farmhouse is currently vacant.

The Tenant will be responsible for all internal redecoration. In their Tender submissions, it will be helpful if Tenants indicate the brief details of their proposals in carrying out any refurbishments, and the precise details will subsequently be agreed with the successful Applicant. The Landlord does not propose to undertake any improvements. Should the Tenant wish to undertake any additional improvements at his/her own expense, the Landlord is willing to discuss possible terms.

ACCESS

There is road frontage onto public adopted highways to all Land. There are footpaths and a bridleway across the land too.

INSURANCE

The Landlord will insure the Farmhouse and Buildings for all the usual perils. The Tenant will be required to insure all livestock, deadstock, fixtures and fittings, and for public liability, with an approved insurance company.

INGOING

The Tenant will not be required to pay any Ingoing.

RENT

In the knowledge of the foregoing together with their own inspection, Applicants are invited to submit tenders for rent. The tendered rent will be payable half yearly in advance on the 1st May, and 1st November of each year and will remain fixed for a period of three years. Rent will be reviewed at not less than three year intervals. Arrangements may be made for rent to be payable quarterly or monthly if preferred.

Applicants must state in writing the rent they wish to tender, their proposals for farming the Holding, and a statement as to who will occupy the farmhouse.

In addition, Applicants should provide the following information in support of their application:-

1. Details of training, experience and age.
2. Details of present situation (position, acreage, system etc).
3. Details of capital available, supported by Banker's reference of Accountants report.

4. Details of proposed cropping and stocking, including budget and cash flow forecast.

CONDITIONS OF TENDER

Applicants should particularly note:

1. A standard form of questionnaire forms part of these particulars and must be completed by all Applicants to submit his/her tender(s). All Tenders to be made on the prescribed forms which are contained in these particulars (Pages 9, 10, and 11).
2. The Landlord is not bound to accept the highest or indeed any tender.
3. An Applicant is free to submit a tender for the whole farm, and only one questionnaire need be completed.
4. The land and buildings (excluding the Farmhouse – see below) may be inspected at any time with a copy of these particulars to hand.
5. The Farmhouse will be open for viewing by interested parties between the hours of 1pm and 4pm on Saturday 12th April and Sunday 13th April 2014. A representative of Jones Peckover will be in attendance on both days to assist with any queries raised. A copy of the draft Tenancy Agreement will be available for viewing on both viewing days or can be separately obtained from Jones Peckover upon request.
6. The Landlord or his duly appointed Agents reserve the right to call for interview and/or inspect the holdings of prospective tenants prior to the letting of the Property.
7. The Tender shall only be made in the name of one individual person. No company tenancies or joint tenancies of the farm will normally be accepted.
8. In submitting a Tender, the applicant shall include in addition to the prescribed form, a personal Curriculum Vitae, details of farming experience and land currently managed, a summary of proposals for farming the land with gross margin and cash flow budgets for three years to support the rent tendered and the names of four referees including a Bank, Accountant and trade reference.
9. References will only be taken up for those Applicants shortlisted and after they have been informed. Shortlisted Applicants will be expected to provide copies of any accounts and financial information required by the Landlord or their duly authorized Agent, and authority given to speak to the Bank/Accountant of the Applicant.
10. The successful Applicant shall, within 14 days of being notified that his/her Tender has been accepted, sign the necessary Tenancy Agreement setting out the terms of the tenancy. A copy of the Agreement will be available for inspection on each of the viewing days and at the Denbigh office of Jones Peckover.
11. Should any dispute arise between the Landlord and the incoming Tenant as to the interpretation of any part of the said particulars and general remarks or as to any matter herein contained, the same shall be referred to the arbitration of the Landlord's Agents, whose decision shall be conclusive and binding on all parties.

Tenders should be marked “Rhiwbebyll Bella” and sent to the offices of Jones Peckover, 47 Vale Street, Denbigh, Denbighshire LL16 3AR to arrive not later than 5pm on Thursday 17th April. Pages 9, 10 and 11 of these particulars should be completed by the Applicant and submitted to Jones Peckover together with other supporting documents/references as aforementioned.

The successful Applicant shall contribute £250 towards the cost of preparing the tenancy documentation.

All statements contained in these particulars as to the Property are made without responsibility on the part of the Landlord or its Agents, and all Applicants must satisfy themselves by inspection or otherwise as to the correctness of each statement.

These particulars do not form part of the contract of tenancy. A draft copy of the full Tenancy Agreement is available for inspection during normal office hours at Jones Peckover’s Denbigh Office at 47 Vale Street, Denbigh, or can be e-mailed to any interested party upon request.

**RHIWBEBYLL BELLA, LLANDYRNOG,
DENBIGHSHIRE, LL16 4NB**

FIELD TO FIELD SCHEDULE

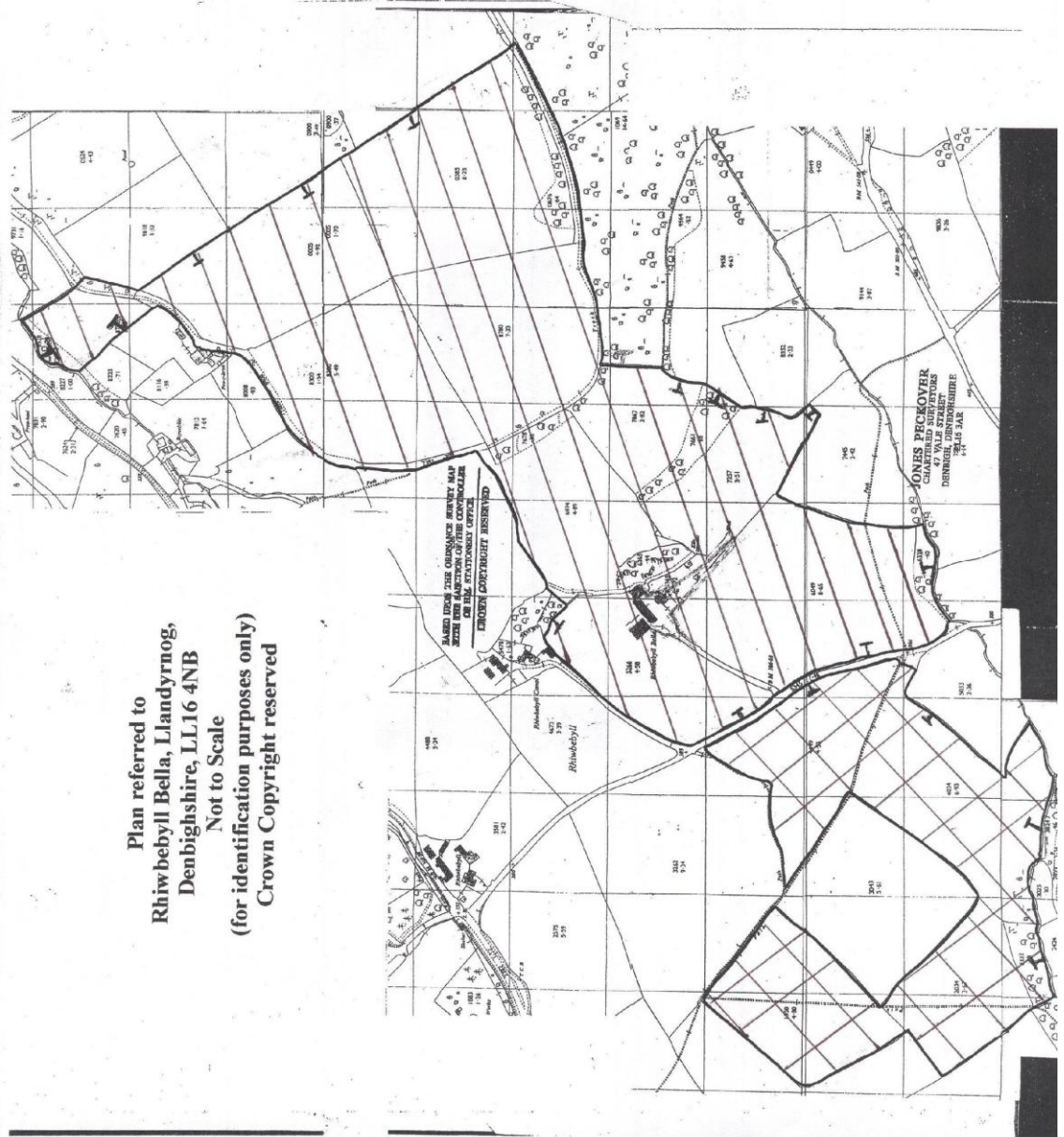
O.S.No.	Description	Cultivation	Acres
8528	Wood	Wood	0.29
8720	Field	Permanent pasture	1.49
8408	Track	Track	0.57
0005	Field	Permanent pasture	6.62
8300	Field	Permanent pasture	7.03
7391	Track	Track	0.30
0385	Field	Permanent pasture	8.23
0676	Wood	Wood	0.64
8780	Field	Permanent pasture	7.33
7678	Wood	Wood	0.36
6974	Field	Permanent pasture	4.89
7867	Field	Permanent pasture	2.82
7661	Wood	Wood	0.88
7257	Field	Pt. arable	3.51
6049	Field	Pt. arable	8.65
6338	Wood	Wood	0.40
5266	Field	Permanent pasture	4.58
6365	Wood	Wood	0.44
4449	Field	Permanent pasture	4.53
4034	Field	Pt. arable	6.93
2327	Wood	Wood	0.68
2034	Field	Permanent pasture	3.67
1950	Field	Permanent pasture	4.80
5965	House, buildings and yard	Garden and permanent pasture	0.92
		TOTAL AREA	80.56 acres
			(or thereabouts)

KEY

— = AONB

— — — = GROUND-WATER NVZ AREA

Plan referred to
 Rhiwbeyll Bella, Llandyrnog,
 Denbighshire, LL16 4NB
 Not to Scale
 (for identification purposes only)
 Crown Copyright reserved



RHIWBEBYLL BELLA, LLANDYRNOG, DENBIGHSHIRE, LL16 4NB

Questionnaire to be completed by all Applicants.

Name of Applicant

Address:

.....

1. What is your age

2. Are you married or single? If married, number of children and age. Sons: if married or single, Daughters: Living at home.

.....

.....

3. (a) How many years have you been farming?

(b) Name and address of farms previously occupied with dates:-

.....

.....

.....

(c) Name and address of present Landlord and Agent:-

.....

.....

4. Are you farming on your own account?

5. If farming for someone else, in what capacity?

.....

6. What is the acreage of your present farm?

(a) Arable

(b) Pasture

(c) Rough sheep grazing

7. What type of farming are you now carrying on?

(a) Enterprise

(b) Implements

(c) Capital available

8. What type of farming do you intend to carry on if you are selected:-

.....

.....

9. Have you studied at an Agricultural College or Farm Institute? If so, where and how long?

.....
.....

10. Who will occupy the Farmhouse? Please give names and ages of all children and other dependants.

.....
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11. Please supply the names and addresses of Four Referees who can be contacted for reference purposes if your application is shortlisted (to include your Bank, Accountant and at least one trade reference)

(i)
.....

(ii)
.....

(iii)
.....

(iv)
.....

Signed:-
.....

Dated:-

FORM OF TENDER

(Note - Applicants may complete any one or more sections. Should an Applicant complete Section 1 and also any other Section, it will be assumed that Section 1 is the preferred option)

To: Jones Peckover (Ref ALJ/Clover)
Chartered Surveyors
47 Vale Street
Denbigh
Denbighshire
LL16 3AR

Farm as a whole –3 year Fixed Term

I hereby offer the sum of £ (words)

per annum **as rent for the 80.56 acres** at Rhiwbebyll Bella, Llandyrnog, Denbighshire, LL16 4NB, as from 1st May 2014 in accordance with the terms and conditions referred to in the Letting Particulars dated February 2014.

***Note:** Pages 9, 10 and 11 (Questionnaire and Form of Tender) should be detached from these Particulars, completed and returned to Jones Peckover, 47 Vale Street, Denbigh, Denbighshire LL16 3AR by no later than 5pm Thursday 17th April 2014.*

Signed

Name:

Address:.....
.....

Telephone:

E-Mail:

Date:

Important Note:- Tenders should be enclosed within a sealed envelope clearly marked on the outside “Confidential - Tender for Rhiwbebyll Bella”. No tenders will be opened before 5pm on the closing date, 17th April 2014.