

Particulars prepared April 2017

Upon the instructions of Ms J Shelley & Mrs J Yorke

Wern
Llanfair TH
Conwy
LL22 8BJ

**Approx 20 acres or thereabouts
(of which just over 15 is good grazing land)**

TO BE LET BY TENDER

(as a whole)

with effect from 8th May 2017

**TENDERS TO BE SUBMITTED BY
3pm Tuesday 2nd May 2017**

**Please contact Rosie Wilson at our Denbigh office
on 01745 812127 or 07824 017804**



LAND AT WERN

An excellent parcel of gently sloping grazing land and woodland extending in total to approximately 20 acres of which just over 15 acres is good grazing land.

The property is being offered to let under an Agricultural Tenancy Act 1995 as a Farm Business Tenancy for a fixed term of 5 years. A copy of the draft agreement is available for inspection at the Denbigh office or maybe emailed upon request.

Repair and maintenance will be the responsibility of the Tenant.

RESERVATIONS

The following will be reserved to the Landlord, or where applicable, to persons authorised 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. 3

GENERAL DESCRIPTION

A useful parcel of parcel of gently sloping grazing land and woodland extending in total to approximately 20 acres of which just over 15 acres is good grazing land located a short distance from Llanfair TH.

SERVICES

Water Supply is available to the land.

GOOD HUSBANDRY/ENVIRONMENT

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

You are asked within the enclosed tender to comment upon any proposals for improvement and these will be assessed together with the rent tendered in determining the successful applicant.

MAINTENANCE OF FENCES AND HEDGES

The ownership and maintenance of boundary fencing/hedging is believed to lie with the holding and will be the responsibility of the Tenant. The Tenant will also maintain all the internal fences/hedges and all gates.

BASIC 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 Basic Farm Payment.

INSURANCE

The Tenant will be required to insure all livestock, dead stock, 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, and inspection of the proposed Tenancy Agreement, 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 on each year and will remain fixed for a period of three years. Rent will be reviewed at not less than three yearly intervals. 4

Applicants must state in writing the rent they wish to tender, together with their proposals for farming the Holding.

In addition, Applicants may submit 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 proposed cropping and stocking, together with any plans to improve the holding.

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.
2. The Landlord is not bound to accept the highest or indeed any tender.
3. The land may be inspected, within daylight hours at any time with a copy of these particulars to hand.
4. 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.
5. 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.
6. References will only be taken up for those Applicants shortlisted and after they have been informed.
7. 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.
8. 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 "Wern" and sent to the offices of Jones Peckover, 47 Vale Street, Denbigh, Denbighshire LL16 3AR to arrive not later than 3pm on Tuesday 2nd May. The successful Applicant shall contribute £150 towards the cost of preparing the tenancy documentation. 5



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.

PLAN





Wern , Llanfair TH, Conwy, LL22 8BJ

Questionnaire to be completed by all Applicants.

Name of Applicant

Address:

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1. What is your age

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

(b) Address of home farm (if applicable):-

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

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3. Are you farming on your own account?

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

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5. What is the acreage of your present farm?

(a) Arable

(b) Pasture

(c) Rough sheep grazing

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

(a) Enterprise

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

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8. 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)

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(ii)

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(iii)

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(iv)

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9. If successful please detail any proposed improvements to be made to the holding. This could include items such as fencing, re-seeding, improving soil fertility etc.

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Signed:-

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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 RW/Davies)
Chartered Surveyors
47 Vale Street
Denbigh
Denbighshire
LL16 3AR

15 acres –5 year Fixed Term

I hereby offer the sum of £ (words)

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per annum as rent for the 20 acres at Wern , Llanfair TH, Conwy, LL22 8BJ as from 8th May 2017 in accordance with the terms and conditions referred to in the Letting Particulars dated April 2017.

Note: Pages 7, 8 and 9 (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 3pm Tuesday 2nd May 2017

Signed

Name:

Address:.....

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Telephone:

E-Mail:

Date:

Important Note:-

Tenders should be enclosed within a sealed envelope clearly marked on the outside “Confidential - Tender for Wern ”. No tenders will be opened before 3pm on the closing date, 2nd May 2017