

PRIVATE & CONFIDENTIAL

To whom it may concern

16 August 2023

Subject to Contract

Dear Sir/Madam

Land at Hill House Farm ('the Property') – Farm Business Tenancy (FBT) Opportunity

Informal Tender

Our Clients: Mr & Mrs J Jones

I am writing in respect of the above Property on behalf of my Clients; Mr and Mrs J Jones.

The Property will be made available to rent with effect from 29th September 2023, on a fixed term Farm Business Tenancy. We are inviting selected parties to tender for the rental opportunity, on an informal basis and in accordance with the following particulars.

If this opportunity is of interest, then please submit a tender by way of application for the FBT, detailing the following information:

1. Name of applicant and home address.
2. Details of existing business – scale, farming system and relevant background information.
3. Proposal for the land at Hill House Farm – farming system, cropping and interaction with existing holding.
4. Tendered rent for the initial 3-years of the FBT term.
5. An independent trade or financial reference.

Agent's Note

The following information is intended to provide context and outline details of the land and FBT opportunity. North & Letherby 'we' have made every effort to ensure the accuracy of these particulars, however we give notice that all descriptions, dimensions, reference to condition and necessary permissions for the use and occupation and other details are given without responsibility, and any prospective applicants should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them as statements or representation of fact. Furthermore, these particulars do not form part of any offer or contract and must not be relied upon as such. The information should be treated as guidance only, and along with measurements, areas or other statements; should not be treated as comprehensive.

Brick Cottage, Bilsham Lane, Olveston, Bristol BS35 4HD

Tel: 07799 693989 Email: enquiries@northletherby.com | Web: www.northletherby.com

Location & Access

Hill House Farm, Sodbury Road, Wickwar, Gloucestershire, GL12 8PA.

The Land is predominantly situated to the north of Hill House Farm, and can be accessed by Frith Lane (opposite Frith Farm) and B4080 'Sodbury Road' via roadside gateways shown on the attached farm plan. Please see the farm plan at *Appendix One* for an overview.

The Land & Cropping

Extending to approximately 60 hectares (148.26 acres), the Land at Hill House Farm comprises a combination of cultivated arable land and permanent pasture, with small areas of woodland/scrub. A field schedule is provided at *Appendix Two*.

An enclosed modern steel frame building (shown edged in blue on the plan), together with a direct road access is available for inclusion with the let holding included, by separate negotiation. A further steel framed building to the east of B4060 (60 ft x 40 ft) is also included with the Property. There are no dwellings or other specific farm infrastructure included, other than a mains water supply at the farm buildings.

The 2023 harvest cropping schedule is provided at *Appendix Two*. Interested parties should note that part of the Land is currently cropped to maize. An incoming tenant will be provided with entry to these areas as soon as practically possible following harvest of maize in the autumn.

The incoming tenant will not be required to make any ingoing payment or take to any cropping at the commencement of the tenancy. The tenant will be required to leave all arable land in white stubble at the end of the Term, unless otherwise agreed with the landlord in advance. Permanent pasture is to be retained in situ for the duration of the term.

The soil type is characterised as slowly permeable, seasonally wet, slightly acid, but base-rich loamy and clayey soils.

Farm Business Tenancy

The following principal terms will be incorporated into a new Farm Business Tenancy (FBT), as offered to the successful applicant.

1. Term

Initial fixed term of five years fixed term commencing with effect 29th September 2023 and terminating on the 28th September 2028, subject to any agreed extension between the parties.

2. Permitted Use

An incoming tenant will be permitted to use the land for agricultural business purposes only, as defined by the Agricultural Tenancies Act (1995). Any other uses, including erection of new buildings, infrastructure and uses associated with formal environmental services are not permitted unless otherwise approved by the landlord in advance.

3. Repairs and Maintenance

The tenant will be responsible for the repair and maintenance of all fencing, gates, gateways, annual hedge cutting, ditches, tracks (used primarily by the tenant) and driveways; to be kept in a condition commensurate with that at the commencement of the Term, as documented by a photographic

schedule of condition prepared by the landlord's agent. The tenant will be required to repair any damage caused to the landlord's driveway.

The land should be managed by the tenant in accordance with Cross Compliance requirements, and generally kept in good agricultural and environmental condition (GAEC). Any seasonal damage (including rutting and gateways) should be repaired as soon as practically possible, and the tenant must covenant that any breaches of regulations (statutory or otherwise) effecting the holding will be subject to an indemnity in favour of the landlord.

Both parties will be responsible for arranging and maintaining their own insurance cover where appropriate, to include public liability, employers' liability, machinery and property cover.

4. BPS

There are no BPS entitlements included in the letting. It is understood that delinked payments associated with former claims of BPS over the Property are unavailable to an incoming tenant.

5. Schemes and Grants

The Land is not subject to any 'live' environmental schemes (including Countryside Stewardship and ELMS), or capital grant programmes. An incoming tenant will be supported in seeking to structure an environmental scheme to deliver habitat enhancement across the farm, and improvements in soil health. Any proposed scheme should be subject to landlord's approval prior to submission (not to be unreasonably withheld).

The landlord will reserve a right to enter the land into a private scheme for the provision of environmental services (such as carbon credits or biodiversity net gain 'BNG') during the Term. This reservation is subject to a covenant with the tenant that should any scheme interfere with the existing farming policy, the tenant will be afforded a rental reduction to account for any loss of income associated with scheme prescriptions; or a contractor payment for undertaking scheme management in lieu. Under this scenario, the tenant will be entitled to terminate the tenancy at short notice should any proposed scheme be deemed unworkable.

6. Improvements

Should the tenant wish to carry out improvements to the holding, written consent will have to be obtained from the Landlord, subject to agreement for consent and compensation payable by the landlord.

7. Sporting rights, timber and minerals

The landlord reserves all rights to timber (standing and fallen), together with sporting and mineral rights.

8. Water and services

The tenant will be required to pay for any water via direct contract with the Water Board, and for any other services consumed on the Property.

9. Rent and Review

The initial rent shall remain fixed for the first three years of the Term, payable quarterly in advance by equal instalments. The rent will be capable of review in accordance with the Agricultural Tenancies Act (1995) after the initial three years of the Term.

10. Early Resumption of Possession and Break Clause

Notwithstanding the provisions for entry into environmental services as outlined at 5 above, the landlord will reserve the right to withdraw up to 5 acres of the land from the tenancy in any year of the Term, subject to no less than 12 months advance notice provided to the tenant in writing. There will also be a right reserved by the landlord for early resumption of possession for any land within the tenancy subject to non-agricultural planning consent. A proportionate rental adjustment will be made to account for any reduction in the land area.

There will be a mutually exercisable break provision within the tenancy; enabling termination of the agreement after three years (i.e. on the 28th September 2026) by either party serving written notice on the other no less than 12 months in advance. The break provision will be exercisable for any reason, non-agricultural or otherwise.

11. Health and Safety

The tenant will be responsible for upholding safe working procedures, task specific risk assessments and training matrixes for all staff. The landlord will reserve a right to request a copy of written health and safety documents, together with evidence of appropriate public and employers' liability insurance.

Designations

Interested parties are advised that the land falls within the following statutory designations:-

- *Sites of Special Scientific Interest (SSSI) Impact Risk Zone.*

Viewings

To be made by prior appointment with the landlord's agent.

Tender

Applicants are invited to tender, on an informal basis, for the Farm Business Tenancy over the Property. Applicants should complete and return the tender application form at *Appendix Three*, together with details outlined in this letter in an appropriate format, completed accurately and truthfully.

It should be noted that the landlord reserves the right not to accept the highest rental tender, or any tender and that applicants shall apply at risk. Tenders will be assessed in the round and based on all factors deemed relevant to stewardship of the land, farming policy and philosophy, evidence of experience and rent offered.

Tenders should arrive no later than 17:00 on Wednesday 6th September 2023 at 5:00pm, either by

Email: harriet@northletherby.com

Or

Post, in a sealed envelope addressed to:

***Mr J North
North & Letherby Ltd
Brick Cottage
Bilsham Lane
Olveston
Bristol
BS35 4HD***

I trust the enclosed opportunity is of interest, and please do not hesitate to contact me if you have queries.

Yours sincerely

James North BSc (Hons) MRICS FAAV MBIAC CEnv

Director

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M: 07799 693989

E: james@northletherby.com

Appendices

- 1** ***Farm Plan***
- 2** ***Land & 2023 Cropping Schedule***
- 3** ***Tender Application Form***