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Regeneration, Property & Commissioning
Cyngor Sir Powys County Council

CONDITIONS AND PARTICULARS OF LETTING

SEVERN SIDE, FORDEN



County Farms Section
Powys County Council
Kirkhamsfield Depot,
Pool Road,
Newtown,
Powys
SY16 3AF

Tel: (01686) 611 812

Email: county.farms@powys.gov.uk

ESTATE DETAILS

With 141 holdings and land extending to 11,300 acres, Powys County Council's Farms Estate is the largest of its kind in Wales and the fifth largest in the UK.

The majority of the Estate lies in Montgomeryshire, although there are several estates in Radnorshire with further Holdings in Brecknock.

County Farms Estate holdings range in size from residential smallholdings to commercial farm units. In recent years the Estate has sought to increase the size of its core holdings by amalgamating certain farms, with the largest Estate farm now covering a combined area of 227 acres.

OBJECTIVES OF THE COUNTY FARMS ESTATE

The objectives of the County Farms Estate are:

- a) To provide opportunities for new entrants to agriculture and associated enterprises to initiate and develop businesses in rural communities with a view to moving into the owner-occupied and/or private rented sector.
- b) To maximise revenue income for Powys County Council through:
 - (i) Maximising rental income from property, with proper regard to legislation and prevailing market conditions.
 - (ii) Encouraging and supporting diversified and 'added value' enterprises on County Farms holdings.
 - (iii) Utilising redundant farm buildings for alternative commercial uses where possible.
 - (iv) Marketing of timber from farms and woodland.
- c) To support the wider economic, social development and environmental objectives of Powys County Council.
- d) To maintain and enhance the capital value of the County Council's assets, both in land and property.

CYNGOR SIR POWYS COUNTY COUNCIL

TO LET

SEVERNSIDE, FORDEN

1. GENERAL

Severnside is an equipped dairy holding comprising a detached 3-bedroom house, a range of farm buildings providing cattle housing and youngstock accommodation with grazing and arable land extending to some 114 acres in two separate blocks.

Whilst the Holding is currently equipped for dairying, Severnside offers potential as a stockrearing unit and Powys County Council invites tenders for both dairy and stockrearing enterprises.

Severnside is to be let by way of a Farm Business Tenancy for a term of just under 12 years from June 2017 terminating in March 2029.

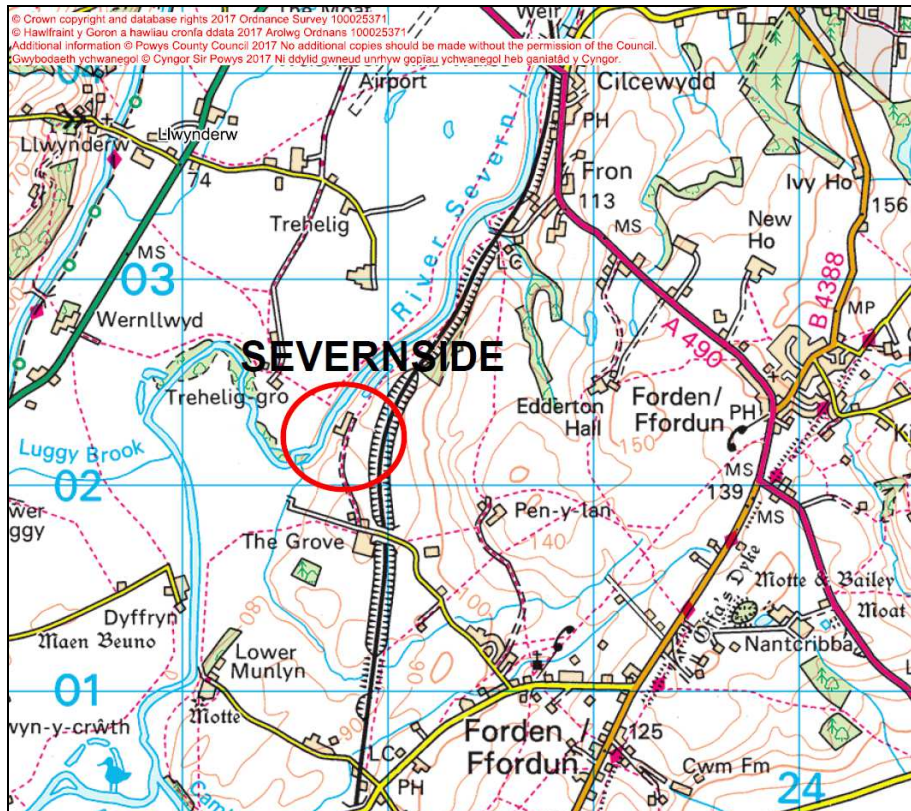
2. SITUATION

Severnside is one of 4 holdings on the Authority's Grove Estate in Forden, near Welshpool which extends in all to over 320 acres.

Severnside is situated in the village of Forden, 6 miles from Welshpool with its noted weekly livestock market. The village of Forden offers village facilities in the form of a primary school, public houses, church, garage etc with major services available in Welshpool and Shrewsbury which are 5 and 19 miles distant respectively. Secondary education and all major services are available in Newtown and Welshpool with primary education available in Forden and Montgomery.

Severnside is located at the end of a private drive passing three County Farms Estate holdings off the B4388 Welshpool to Montgomery road. The postcode is SY21 8NH.

The farmstead and surrounding land lies at around 90m above sea level, with the Church Farm land at around 100m above sea level.



3. THE HOLDING

a) Farmhouse: ('A' on buildings plan below)

The farmhouse is a detached 3-bedroom dwelling of rendered brick construction under a slate roof offering the following living accommodation:

Ground Floor

A rear door leads to a boot room with further door leading to utility with base and eye level units*, sink and space for base level appliance. Further door leads to downstairs W.C. and door to

Kitchen with quarry tiled floor, base and eye level units* and oil-fired Rayburn, with door leading to

Living Room with carpet*, log burner,* double radiator, tv point and sockets with a door leading to

Ground floor hallway with front door, understairs cupboard and further door to

Sitting Room with carpet*, log burner*, double radiator, tv point and sockets currently used as a ground floor bedroom.

Stairs from hallway to

First Floor Landing with doors to

Bedroom 1 with laminate flooring*, radiator and plug sockets.

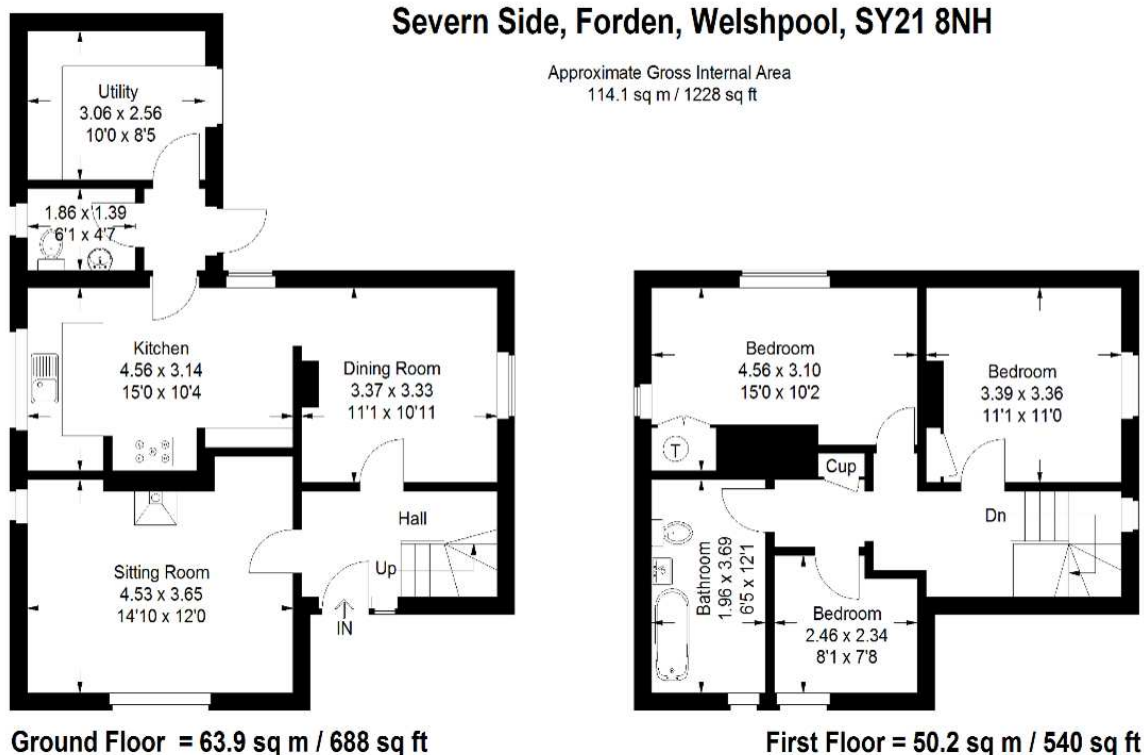
Bedroom 2 with feature picture rail, laminate flooring*, airing cupboard, radiator and plug sockets.

Bedroom 3 with carpet*, radiator and socket.

Bathroom with laminate flooring*, bath* with triton shower above* low flush WC, wash hand basin and radiator.

To the outside:

To the front and side is an enclosed lawn area with a concrete path leading to the yard.



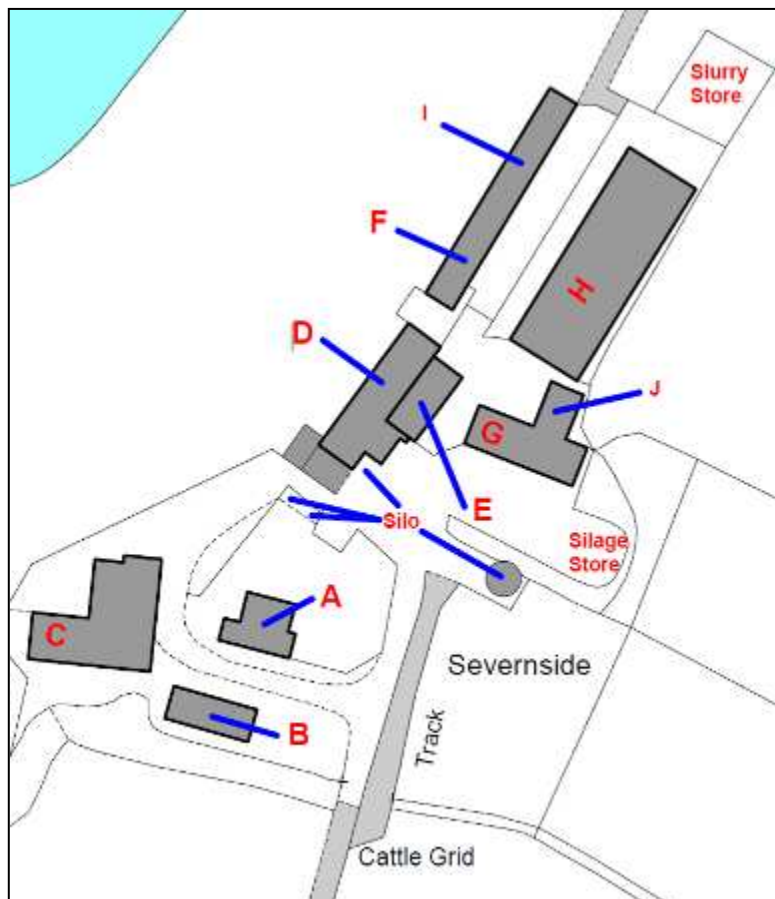
SERVICES

Water:	Mains water supplied to house via Landlord's system, well supply to farm buildings.
Electricity:	Mains supply
Foul Drainage:	To septic tank
Council Tax:	Band E £1,614.64 2016/17
Telephone:	Telephone is understood to be connected subject to service provider regulations.

*these items are not part of the Landlord's equipment and may be purchased by the ingoing tenant by direct negotiation with the outgoer or removed by the outgoing Tenant.

b) Farm Buildings and Equipment:

The buildings at Severnside reflect the current use of the Holding as a dairy farm. There is however a good range of adaptable buildings providing covered areas suitable for a range of farming uses, more particularly described as follows:



- B) 4 bay steel framed Dutch barn with open side and front and corrugated sheet cladding to rear and side set on hardstanding.
- C) Steel portal framed loose housing unit subdivided into 3 compartments with feed barriers* to side and front. Open front with metal corrugated sheeting to side, rear and roof.
- D) Traditional building with slate roof, timber cladding to side and rear. Subdivided to form calving boxes with internal gates and barriers*
- E) Parlour building with 1/3 concrete mass walls to sides and rear with breeze blocks above and box profile to sides housing 11/22 Herringbone De Laval parlour* with feed hoppers*, auger

system* and internal plant fittings* with 3000 litre Dari Kool bulk tank and a 750 litre Alfa Laval bulk tank*, both with associated fittings in adjacent dairy. All milking and dairy plant is the property of the outgoing tenant and is available to purchase by separate negotiation with the outgoing tenant.



- F) 2 bay steel-farmed Dutch barn with open front and CI sheeting to rear and side. One bay forms part of adjacent slurry tank supported by concrete mass walls.
- G) 4 bay steel-framed monopitch general purpose building, 60' x 24', with open front, box profile sheet cladding to roof and sides, timber sleepers and mass concrete walls to rear subdivided into 4 loose housing units with electrical supply, water supply and concrete floor and apron.



- H) Steel portal framed cubicle building, 120' x 36' providing cubicle housing for 60, fibre cement roof cladding, mass concrete walls to 1/3 height and spaceboarding above to sides and rear with feed barrier to front under cantilever overhang. Feeding/scraping passage adjacent to sheeted door giving access to slurry store. Internal strip lighting, water supply with concrete base and apron. Full height sheeted doors to both gable ends.



- I) 4 bay wooden pole barn*, 60' x 15', with corrugated metal sheeting to roof and rear, open front, full height CI door to end and opening into Buidling F at side.
- J) Steel framed monopitch calving box* with corrugated metal sheeting to roof, rear and sides and open front.

The Holding is equipped with a weeping-wall type slurry store approx. 15m x 12m x 1.8m constructed from pre-cast panels and mass concrete retaining walls with liquid discharging to a below-ground tank.

Buildings B & C are to be redundant. Neither the Landlord nor the Tenant shall have an obligation to repair or replace these buildings. The Tenant may use these buildings at his/her own risk. The Landlord may at his absolute discretion remove these buildings at any time before or during the tenancy without alteration to the rent passing.

The buildings marked * are the property of the outgoing Tenant. They may be left by the outgoing Tenant by separate arrangement between the outgoer and incoming Tenant.

In addition to the items above the following fixtures are the property of the outgoer and may be purchased by the incomer by separate agreement or otherwise removed by him.

- EB feed bin- 26T fibreglass feed bin
- EB feed bin- 6T fibreglass feed bin
- Circular steel feed bin 60T
- 4 heavy-duty yard gates on the yard
- Electric monopump supply well water to tanks and buildings

c) The Land:

Land at Severnside

The main parcel of land around the farmstead extends to some 70 acres of level productive pasture and arable land, being a medium loam over clay presently all down to pasture. The land lies between the River Severn on the west boundary and the Shrewsbury to Aberystwyth railway to the immediate east. Some land is prone to waterlogging and the riverside land is subject to seasonal flooding, notably enclosures 4518, 2576, 9950 and 6922.



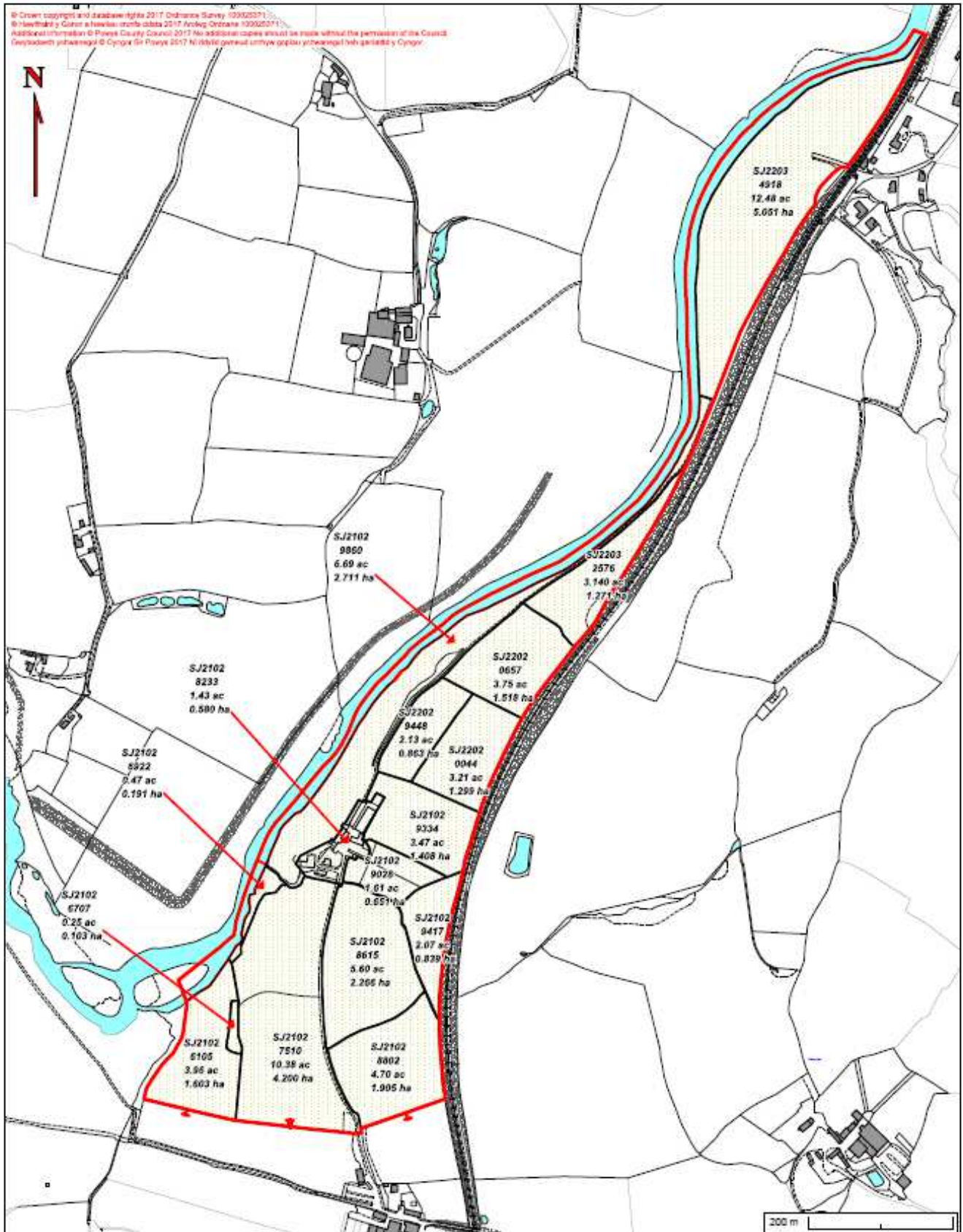
Land at Church Farm

The land at Church Farm is a separate block of 40 acres of flat accommodation/arable land. The land benefits from roadside access with water provided by a watercourse and separate mains water supply.

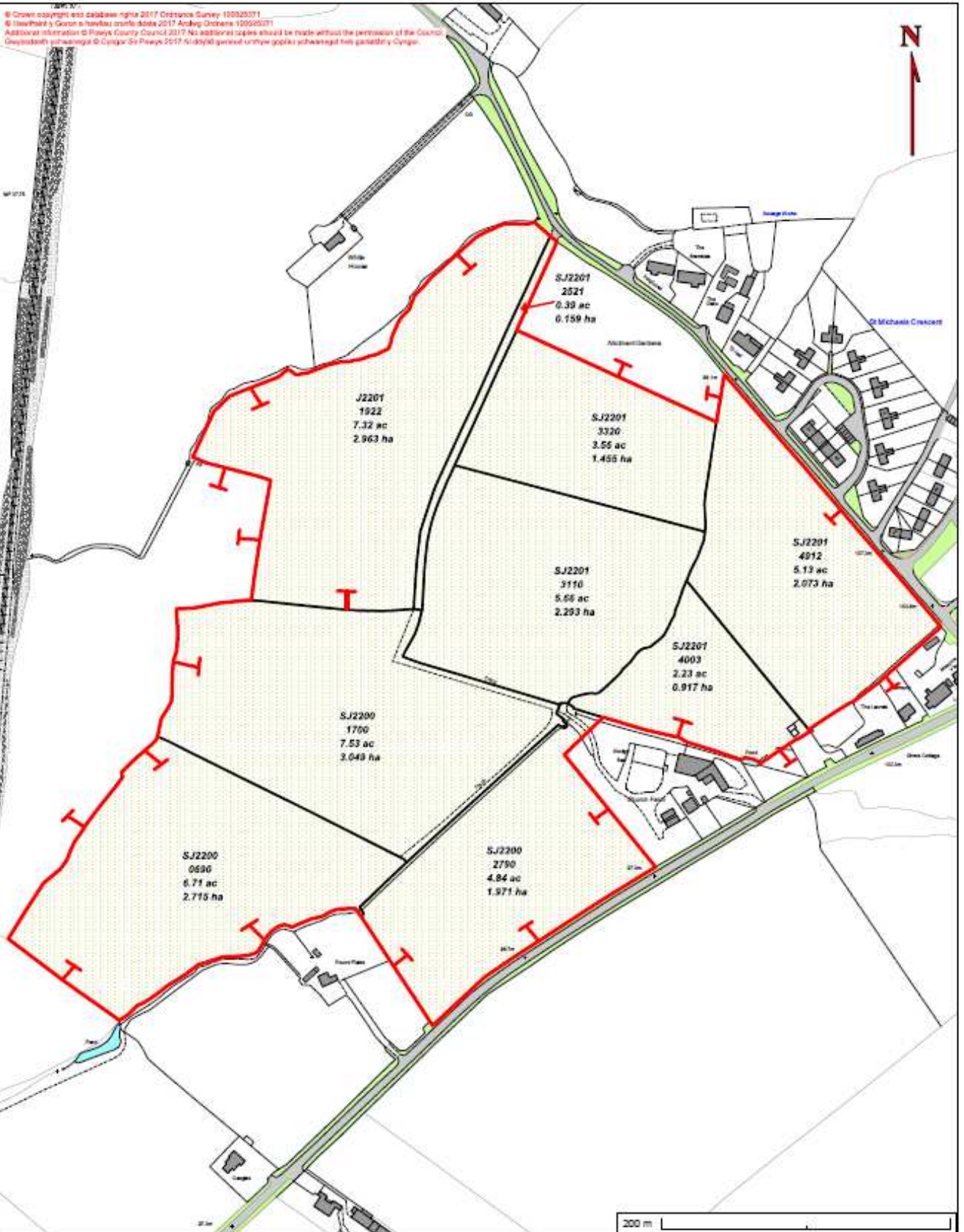


There will be a standing crop of silage on enclosures 1922, 1700, 0690 and 2790 (total 26.41 acres) for purchase by the ingoer at valuation on entry.

Applicants should be aware that Bovine Tuberculosis is currently prevalent in the area.



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Cyngor Sir **Powys** County Council

Printed by: Saly Morgan Date: 09/02/2017

Sevenside, Forden

SCHEDULE OF LAND:

AT SEVERNSIDE:

Enclosure	Acres	Hectares	Description
8233	1.43	0.580	Farmstead
9028	1.61	0.651	Permanent Pasture
9334	3.47	1.408	Permanent Pasture
0044	3.21	1.299	Permanent Pasture
9448	2.13	0.863	Permanent Pasture
0657	3.75	1.518	Permanent Pasture
2576	3.14	1.271	Permanent Pasture
4918	12.48	5.051	Permanent Pasture
9850	6.69	2.711	Permanent Pasture
6922	0.47	0.191	Permanent Pasture
7510	10.38	4.20	Grassland Arable, track
6707	0.25	0.103	Copse
5105	3.96	1.603	Permanent Pasture
8802	4.70	1.905	Grassland Arable
8615	5.60	2.266	Grassland Arable
9417	2.07	0.839	Grassland Arable
2377	5.76	2.333	River & shingle
TOTAL	71.10	28.792	

A public footpath runs along the track to Severnside and continues past the yard to the level crossing in enclosure 4918. An approach has been made to the Highways Authority to seek a diversion of the footpath away from the yard and this is now being considered.

AT CHURCH FARM:

Enclosure	Acres	Hectares	Description
2790 ⁽¹⁾	4.84	1.971	Grassland Arable
0690 ⁽²⁾	6.71	2.715	Grassland Arable
1700 ⁽³⁾	7.53	3.049	Grassland Arable
1922 ⁽⁴⁾	7.32	2.963	Grassland Arable
2521	0.39	0.159	Track
3320	3.59	1.455	Grassland Arable
3110 ⁽⁵⁾	5.56	2.293	Grassland Arable
4912	5.13	2.073	Permanent Pasture
4003	2.23	0.917	Permanent Pasture
TOTAL	43.3	17.595	

The Tenant of Severnside shall have a right of way over the shared private access road from the public highway (which terminates at the west end of the railway bridge) and will contribute to the costs of maintaining this private road according to use made.

The ingoing Tenant will be required to pay to the Landlord the value of Tenant's Pastures at the Landlord's valuation at the date of commencement of the tenancy- details are as follows:

- (1) 4-year ley re-seed autumn 2016
- (2) 4-year ley reseeded 2015
- (3) 4-year ley reseeded 2014
- (4) 4-year ley re-seeded autumn 2016
- (5) To be seeded 2017

CONDITIONS OF LETTING

1. The Tenancy

The tenancy of Severnside will be a **Farm Business Tenancy** terminating in March 2029. The agreement shall include break clauses operable by either party at years 3, 6 and 9 of the tenancy. The successful applicant will be required to exchange Notices of Creation with the Landlord in accordance with S.1 of the Agricultural Tenancies Act 1995, and to sign the Tenancy Agreement(s) prepared by the County Council. A copy of the Council's standard Farm Business Tenancy Agreement may be inspected at the viewing day or by arrangement at the Council Offices in Welshpool or Newtown.

Without prejudice to the Councils' position at that time, the Council will positively consider granting a further 8 year term of tenancy on the expiry of the initial 12 year tenancy. However, at the end of the second term of tenancy (March 2037), the tenant **will not** be offered a further tenancy of this holding in the expectation that he or she will move/have moved to farm in the private sector or on a larger holding elsewhere on the County Farms Estate.

2. Rent

The County Council is looking for competitive tenders for Severnside and recommends that tenders reflect a guide rent of **£12,000** per annum. Rent shall be payable by Direct Debit in advance. The tendered rent shall be subject to review at three-yearly intervals. The Tenancy agreement shall require the ingoer to enter into a legal charge equivalent to the value of 2 year's rent enforceable should the tenant fail to make rent payments in accordance with the agreement.

3. Use of the Holding for Agricultural and Business Activity

The ingoing tenant must carry out a business activity on the holding at all times during the tenancy. Sub-letting of any of the land forming part of the holding will not be permitted. The keeping of horses for amenity purposes alone will not satisfy the requirement for a Business activity

4. Repairing Obligations

A copy of the County Council's standard agreement repairing obligations is attached to these particulars at Appendix A. No dilapidations payment is due to the ingoer.

5. Viewing

The holding may only be viewed at the set viewing day between **1pm and 4pm on Friday 17th March 2017**. Those viewing the holding must exercise due caution at all times. Permission to view the property allows for access only to those areas included with the letting as shown on the enclosed plan and excluding the farmhouse. Shortlisted applicants only will be able to view the farmhouse at a later date.

Those wishing to attend the viewing day must inform the County Farms office in advance and register their attendance with the Land Agent on arrival. The Holding or any part of it may not be viewed at any time other than the prescribed viewing day.

6. References

Shortlisted applicants will be asked to provide satisfactory references before the interview date; these must include a current/previous Landlord's reference (if applicable) and a bank reference supporting the rent offered. The County Council shall also make further enquiries to include carrying out a credit reference on shortlisted applicants through a credit reference agency.

7. Interviews

It is anticipated that shortlisted applicants will be interviewed for the tenancy in April 2017 at the Council's offices at Welshpool.

8. Ingoing Payment

The Ingoing Payment due to the Landlord (once settled) in relation to Tenant Right Matters (to include Tenant's Pastures, residual value of fertiliser and feedstuffs applied etc) will be non-negotiable and is to be paid to the Landlord prior to commencement of the tenancy as a condition of letting.

9. Tenders

Tenders and application forms for the tenancy of Severnside are to be submitted to the Head of Legal Services at County Hall, Llandrindod Wells, Powys LD1 5LG no later than **11am on THURSDAY 30th MARCH 2017 in an envelope marked 'TENDER- COUNTY FARMS- SEVERNSIDE'**. The County Council does not bind itself to accept the highest, or any tender received by the closing date.

10. Appointment of Tenant

It is anticipated that the ingoing tenant will be appointed in late April 2017.

GENERAL CONDITIONS

TENANCY

The tenancy will be a **Farm Business Tenancy**. The rent is to be paid by Direct Debit in monthly or quarterly instalments in advance, the first rent to be paid on the date of commencement of the tenancy. The successful applicant will be required to sign a Tenancy Agreement prepared by the County Council. The Tenant shall be responsible for registering the Tenancy agreement and paying the associated Land Registry fee.

SPORTING RIGHTS

The Sporting rights over the farmland will not be included in the Tenancy, subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906.

ELIGIBILITY OF APPLICANTS

- i) Experience:
Applicants should be able to demonstrate suitable experience and knowledge of the kind of agricultural enterprise they intend to carry out on the holding.
- ii) Sufficient Financial Resources:
Applicants should be able to provide evidence of sufficient financial resources to establish the farming enterprise they propose to undertake. In addition the new tenant will provide a guarantor for the duration of the tenancy.
- iii) Existing Farm Businesses
Applications from persons who are established farmers and who intend to expand by running a County Farm alongside their existing business/premises will not be considered.

SINGLE FARM PAYMENTS

No Single Farm Payment entitlements are offered with the letting.

ERRORS AND OMISSIONS

These particulars are for information only. Whilst they are thought to be correct, the County Council does not accept responsibility for any loss that may result from any error or omission. The plans and particulars are not intended to form the basis of any formal offer of tenancy.

Further Information

Powys County Council County Farms Office:

*Kirkhamsfield Depot, Pool Road, Newtown, Powys SY16 3AF
Tel: (0686) 611 812 email: county.farms@powys.gov.uk*

For details of Single Payment and Agri-environment schemes:

Welsh Government

*Llandrindod Wells Divisional Office, Government Buildings, Spa Road East, Llandrindod Wells, Powys, LD1 5HA
Tel: (01597) 823 777 email: agriculture.llandrindod@wales.gsi.gov.uk*

For general enquiries relating to County Council services:

See www.powys.gov.uk or call 0845 602 7030

APPENDIX A

a) Repair and maintenance of dwellings.

Item	Responsibility for repair	
	Tenant	Landlord
Roofs		✓
Exterior walls and main structural timbers		✓
Interior walls		✓
Ceilings and internal plastering		✓
Ceiling and floor joists		✓
Floors		✓
Floor coverings	✓	
Staircases		✓
Doors	Tenant responsible for haulage of materials and for all labour to repair and replace all doors and frames and to supply all locks and door handles	Landlord to supply materials (excluding locks and handles)
Windows and skylights: a) Single-glazed timber casement windows and skylights:	Tenant responsible for haulage and for labour to repair windows, frames and cills. Tenant to supply and fit glass, sash cords and putty	Landlord to renew window frames and cills and to supply all materials that are not the responsibility of the tenant to provide
b) Double-glazed window units:	Tenant to maintain	Landlord to renew
Gutters and downpipes	Tenant responsible for haulage of materials and for labour to replace and/or repair	Landlord to supply materials
Baths, toilets etc.	Tenant responsible for haulage and for labour to replace or repair all sanitary fittings	Landlord to supply materials
Electrical installations		✓
Electrical fittings	✓ (Any works should have the necessary Electrical Installation Certificate)	
Water pipes	✓	
Foul drainage systems: Above ground:	✓	Landlord to supply materials
Below ground:	✓	Landlord to renew
Boilers and heating systems including flues	Tenant responsible for routine servicing, repairs and all labour costs ⁽¹⁾	Landlord to supply materials
Internal decorations and treatments	✓	

<i>External decorations and treatments</i>	<i>As required between Landlord's programmed redecoration</i>	<i>Landlord to redecorate at intervals not exceeding 7 years</i>
<i>Fire detection and security systems</i>	✓	

1. The Tenant shall supply to the Landlord on demand copies of all service notes, schedules and certificates relating to the inspection and servicing of boilers, heating systems and flues.

(b) Repair and maintenance of other buildings and fixed equipment.

Item	Tenant	Landlord
<i>Roofs including chimneys</i>		✓
<i>Structural frames and walls</i>		✓
<i>Side Cladding</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Floors</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Doors and gates</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Windows</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Staircases and fixed ladders</i>	✓	<i>Landlord to supply materials</i>
<i>Gutters and downpipes</i>	✓	<i>Landlord to supply materials</i>
<i>Electrical installations</i>	<i>Tenant responsible for haulage and for labour to replace or repair all electrical circuits</i>	<i>Landlord to supply materials</i>
<i>Electrical fittings</i>	✓ <i>(Any works should have the necessary Electrical Installation Certificate)</i>	
<i>Water supplies and fittings</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage facilities</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Fixtures and fittings</i>	✓	
<i>External decorations and treatments</i>	✓	
<i>Internal decorations and treatments</i>	✓	
<i>Timber and other infestations</i>	<i>Tenant to notify landlord immediately</i>	<i>Landlord to carry out remedial work</i>

(c) Repair and maintenance of external works and services.

Item	Tenant	Landlord
<i>Rainwater drainage systems - above ground</i>	✓	<i>Landlord to supply materials</i>
<i>Rainwater drainage systems - below ground</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage systems - above ground</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage systems - below ground</i>	✓	<i>Landlord to supply materials</i>
<i>Sewage disposal systems</i>	✓	<i>Landlord to supply materials</i>
<i>Slurry storage systems</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Water supply systems - above ground</i>	✓	
<i>Water supply systems - below ground</i>	✓	<i>Landlord to supply materials</i>

<i>Electrical installations</i>	<i>Tenant responsible for haulage and for labour to replace or repair all electrical circuits</i>	<i>Landlord to supply materials</i>
<i>Electrical fittings</i>	✓ <i>(Any works should have the necessary Electrical Installation Certificate)</i>	
<i>Gas supply systems</i>		✓
<i>Garden walls and fences</i>	✓	
<i>Yard walls fences and gates*</i>	✓	
<i>Roads and yards</i>	✓	
<i>Cattle grids</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Field gates and posts*</i>	✓	
<i>Bridges and culverts</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Field drains ditches and associated works</i>	✓	
<i>Field boundaries*</i>	✓	
<i>Holding boundaries as indicated by the inward facing 'T' mark on the plan attached*</i>	✓	
<i>Signs and notices</i>	✓	<i>Landlord to provide materials</i>

**Nothing in this Agreement shall create or imply an obligation on the part of the Landlord to repair or renew any fence or other boundary feature whether part of the holding or otherwise.*

(d) Insurance.

Item	Tenant	Landlord
<i>Dwellings</i>		✓
<i>Landlord's fixed equipment plant and machinery</i>		✓
<i>Tenant's fixed equipment plant and machinery</i>	✓	

(ii) Asbestos Products

- (a) The tenant or anyone instructed by the tenant is prohibited from burying asbestos or suspected asbestos products on the holding.*
- (b) The tenant will inform the Landlord with regard to the repair or replacement of suspected asbestos products on the holding and under no circumstances is to handle asbestos products himself/herself.*
- (c) The tenant is prohibited from bringing asbestos or suspected asbestos products onto the holding.*
- (d) The Tenant shall keep a copy of the Landlord's Asbestos Management document on the holding at all times (when issued) and shall refer to the document, and abide by the recommendations set out in the document, before carrying out any works of maintenance or repair to any item of fixed equipment on the Holding.*

Energy Performance Certificate


Severn Side, Forden, WELSHPOOL, SY21 8NH

Dwelling type:	Detached house	Reference number:	9258-0925-7269-4986-3990
Date of assessment:	15 November 2016	Type of assessment:	RdSAP, existing dwelling
Date of certificate:	15 November 2016	Total floor area:	100 m ²

Use this document to:

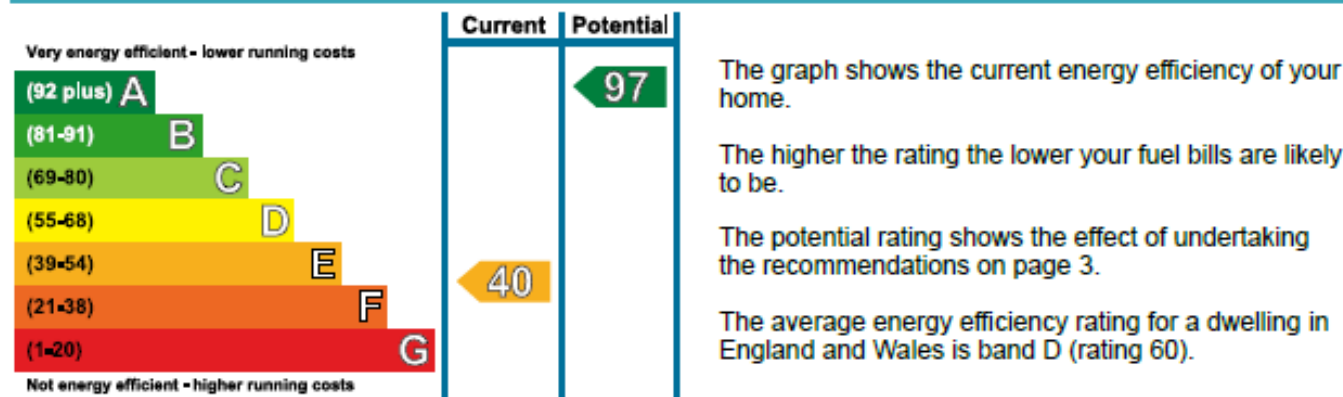
- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

Estimated energy costs of dwelling for 3 years:	£ 3,870
Over 3 years you could save	£ 1,818

Estimated energy costs of this home			
	Current costs	Potential costs	Potential future savings
Lighting	£ 234 over 3 years	£ 234 over 3 years	
Heating	£ 2,661 over 3 years	£ 1,572 over 3 years	
Hot Water	£ 975 over 3 years	£ 246 over 3 years	
Totals	£ 3,870	£ 2,052	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances like TVs, computers and cookers, and any electricity generated by microgeneration.

Energy Efficiency Rating



Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1 Floor insulation (solid floor)	£4,000 - £6,000	£ 285	✓
2 Add additional 80 mm jacket to hot water cylinder	£15 - £30	£ 57	✓
3 Draught proofing	£80 - £120	£ 90	✓

See page 3 for a full list of recommendations for this property.

To find out more about the recommended measures and other actions you could take today to save money, visit www.direct.gov.uk/savingenergy or call 0300 123 1234 (standard national rate). The Green Deal may allow you to make your home warmer and cheaper to run at no up-front cost.