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Regeneration, Property & Commissioning
Cyngor Sir Powys County Council

CONDITIONS AND PARTICULARS OF LETTING

HENFFORDD, CHURCHSTOKE



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

Tel: (01686) 611 812

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ESTATE DETAILS

With 144 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

HENFFORDD, PENTRENANT, CHURCHSTOKE

1. GENERAL

A starter stockrearing unit comprising a detached 3 bedroom house, a useful range of modern farm buildings and grazing and arable land extending to some 39 acres with a further block of some 11 acres also available separately.

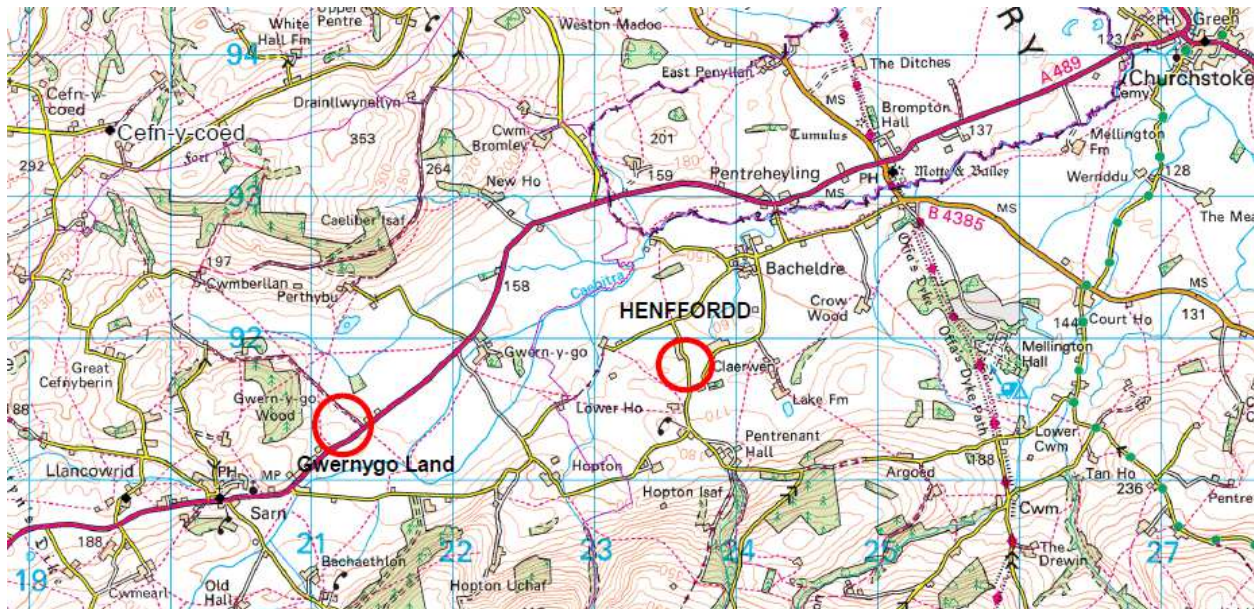
Henffordd is one of six holdings on the Authority's Pentrenant Estate near Churchstoke which extends in all to over 320 acres. Henffordd is to be let as a starter unit on a Farm Business Tenancy for a term of just under 8 years from April 2017 terminating in March 2025.

Henffordd was previously run as a dairy farm but more recently has been managed as a stockrearing unit carrying a good number of beef cattle.

2. SITUATION

Henffordd is situated near the hamlet of Pentreheyling, 2 miles from Churchstoke, 10 miles from Newtown, 10 miles from Welshpool, and 28 miles from Ludlow. The village of Churchstoke offers good village facilities in the form of a primary school, public houses, church, post office, supermarket and garage etc. Secondary education and all major services are available in Newtown and Welshpool with Primary Education available in Churchstoke and Montgomery.

Henffordd adjoins a quiet County Council-maintained road off the A489 Newtown to Churchstoke road. The postcode is SY15 6TG.



©

3. THE HOLDING

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



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

Ground Floor

Rear door in white PVC leading to lobby with understair storage area and door to

Kitchen quarry tiled floor, various kitchen units which are the property of the outgoing tenant, door to

Pantry with shelving as fitted

door from Kitchen to

Living Room with fireplace and door to

Ground floor hallway with white PVC front door, door to

Sitting Room with fireplace

Stairs from hallway to

First Floor Landing with doors to

Bedroom 1

Bedroom 2

Bedroom 3

Bathroom, low flush WC, wash hand basing and shower enclosure, lino floor covering.

NB fitted carpets and kitchen units are the property of the outgoing tenant.

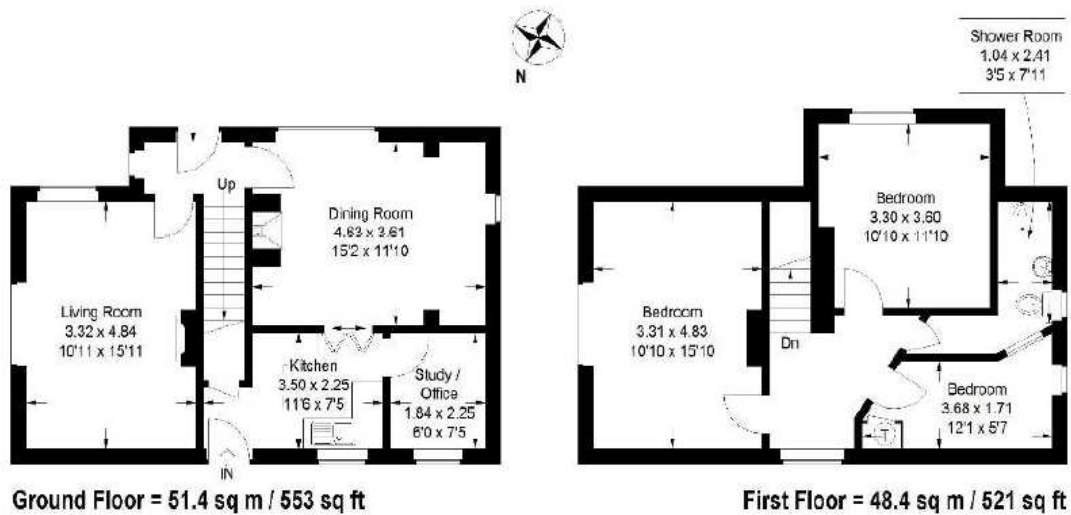
The County Council is now installing an oil-fired central heating system and re-wiring the dwelling, this work to be completed prior to re-letting.

The Council also intends to replace the remaining single-glazed windows with double-glazed PVC units at or around the time of letting. Further details will be available on the viewing day.

To the outside:

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

Floor Plan Henffordd



SERVICES

- Water: Mains supply to house, shared private supply from Pentrenant Dingle to farm buildings and land.
- Electricity: Mains supply
- Foul Drainage: To septic tank
- Council Tax: Band E £1,603.58 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 Henffordd reflect the former use of the Holding as a dairy farm. There is however a good range of adaptable buildings providing ample covered areas suitable for a range of farming uses, more particularly described as follows:

- B) Steel portal framed covered-yard 45' x 30' x 12' with external concrete feeding strip under cantilever, mass concrete gable walls under spaced boarding, concrete floor, fibre cement roof. The feed fences and box section gates are the property of the outgoing tenant- it is understood these will be offered to the ingoing tenant to purchase by separate negotiation.



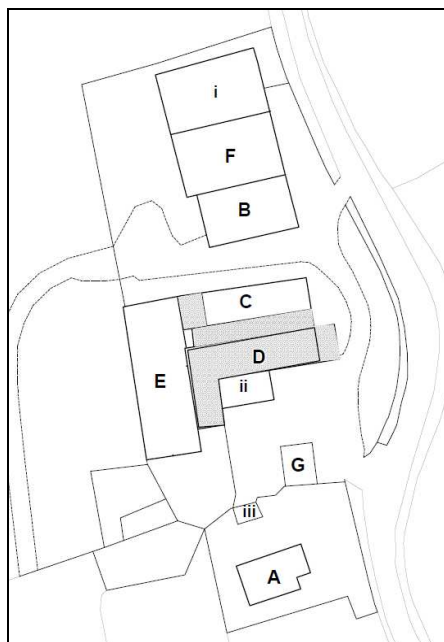
- C) 3 bay Dutch barn 45' x 15' x 18', CI roof, gable and rear elevation cladding, part concrete floor, concrete block wall to west gable dividing the barn from the redundant lean-to off the west gable.



- D) Building D is a traditional part brick and timber-framed range under an asbestos slate roof previously used as cattle housing and collecting yard. The building is in poor condition and is to be treated as redundant under the new tenancy agreement. There is however a useful workshop/storeroom in part of the building with sliding door and block walls.
- E) Steel-farmed cubicle building for 38, 75' x 25' CI roof and side cladding above concrete block walls, spaced board cladding to gable over sheeted doors, external concrete feeding yard with underground dirty water collecting pit adjoining earth-walled silo.



- F) Steel portal framed covered yard/implement shed 45' x 25', earth floor, CI gable cladding and asbestos cement roof.
- G) 2 bay steel and timber framed monopitch carport/implement shed



The buildings shaded grey on the plan above 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.

Buildings marked i, ii and iii are the property of the outgoing tenant. They may be left by the outgoing tenant by separate arrangement between the outgoing and incoming tenant.

c) The Land:

The main parcel of land around the farmstead extends to some 39 acres of level productive pasture and arable land, being a medium loam presently all down to pasture. Water is supplied to troughs from the private Pentrenant Dingle supply.

Land at Henffordd



Gwernygo land



The Gwernygo land is a separate block of 11.39 acres of accommodation land, accessed off the A489 just outside the village of Sarn. Water is provided by a privately-administered shared mains supply. The Gwernygo land will be let under a separate Farm Business Tenancy for a term of 4 years,

SCHEDULE OF LAND:

AT HENFORDD:

Enclosure	Acres	Hectares	Description
SO2391 5895	0.81	0.326	Farmstead
SO2391 6089	0.49	0.197	Paddock
SO2391 4785	3.14	1.271	Permanent Pasture
SO2391 3275	6.44	2.606	Grassland Arable
SO2391 2992	5.08	2.057	Grassland Arable
SO2391 3995	4.91	1.987	Permanent Pasture
SO2392 5000	5.47	2.213	Permanent Pasture
SO2392 2810	5.15	2.086	Grassland Arable
SO2392 1022	7.75	3.137	Grassland Arable
TOTAL	39.24	15.881	

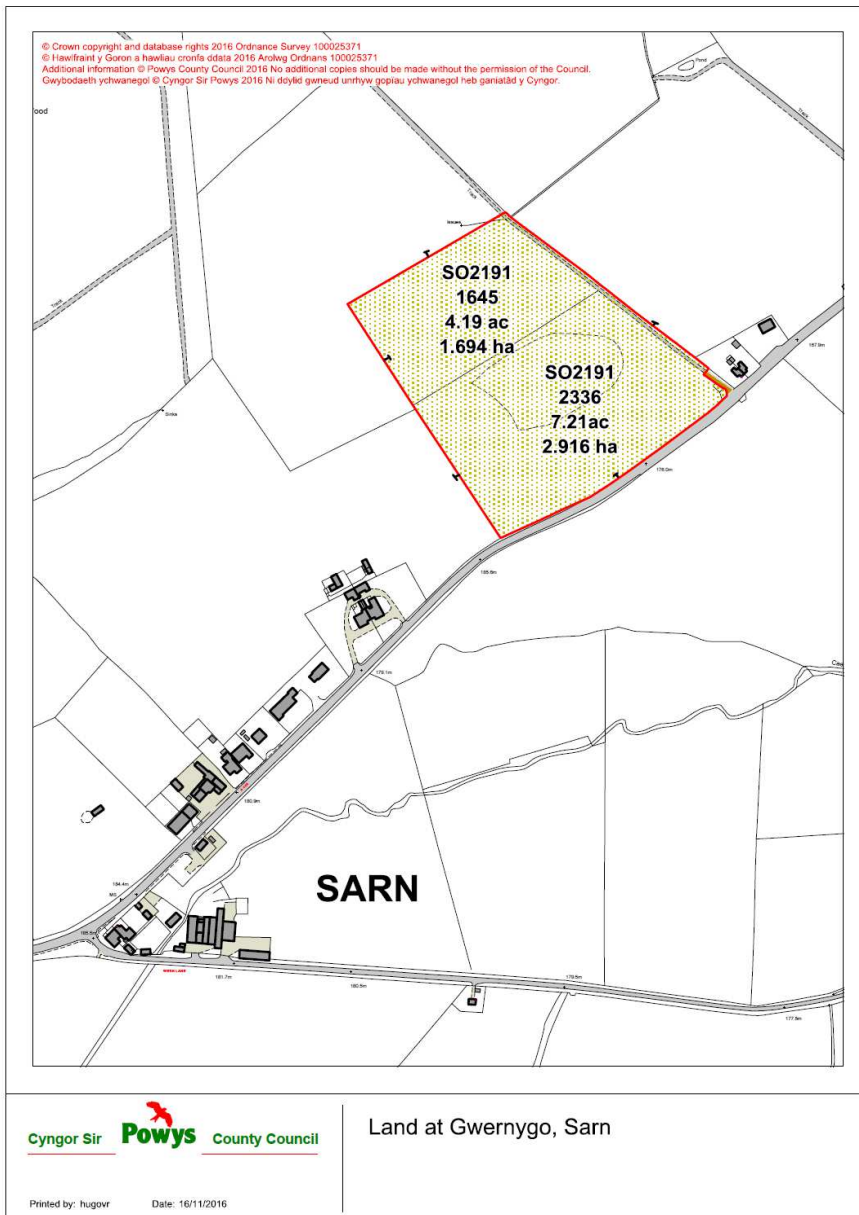
AT GWERNYGO:

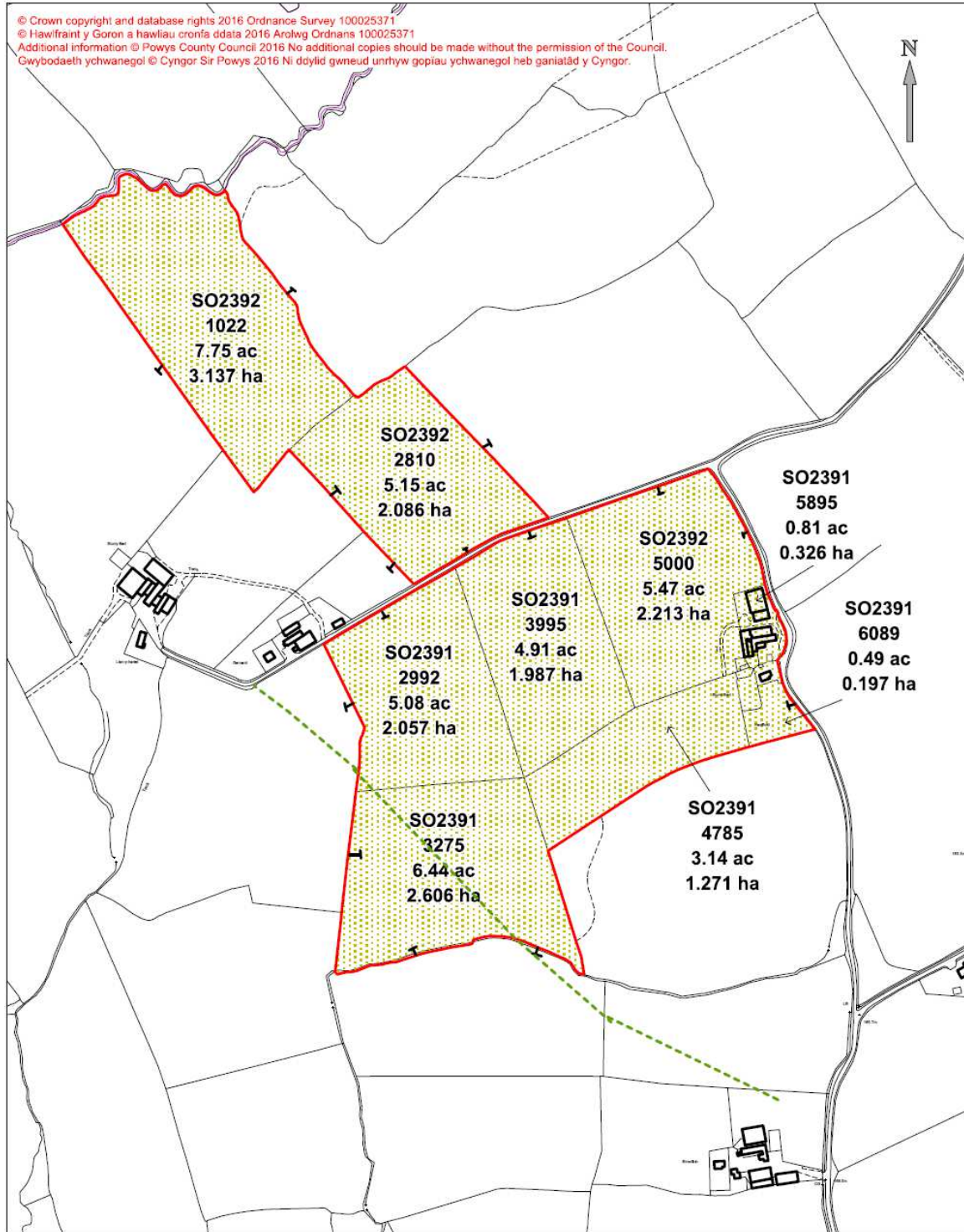
Enclosure	Acres	Hectares	Description
SO2191 1645	4.19	1.694	Grassland Arable
SO2191 2336	7.21	2.916	Permanent Pasture
TOTAL	11.39	4.610	

The land at Gwernygo is to be let under a separate tenancy- applicants may submit a tender and application for Henffordd only if they so wish.

NB Please note that visibility from the road access to the Gwernygo land is very limited. If viewing the Gwernygo land on the viewing day please exercise extreme caution when joining the main road.

There is a public footpath along the route of the stone track; a right of access over the track is also reserved for extracting timber from the woodland to the north west.





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CONDITIONS OF LETTING

1. The Tenancy

The tenancy of Henffordd will be a **Farm Business Tenancy** to terminate in March 2025. The agreement shall include break clauses operable by either party at years 3 and 6 of the tenancy (the tenancy of the Gwernygo land will be a separate 4-year Farm Business 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 Llandrindod Wells.

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 8 year tenancy. However, at the end of the second 8 year term (March 2033), the tenant **will not** be offered a further tenancy of this holding in the expectation that the tenant will move/have moved to farm in the private sector or on a larger holding (if available) elsewhere on the County Farms Estate.

2. Rent

The County Council is looking for competitive tenders for Henffordd and recommends that tenders reflect a guide rent of **£7,500** per annum. The guide rent for the Gwernygo land is £800 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 shall agreement 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 **11am and 1pm on Friday 9th December 2016.** 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.

Those wishing to attend the viewing day must inform the County Farms offices in advance and register their attendance with the Land Agent on arrival. The property 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 January 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 ferertiliser etc) will be non-negotiable and is to be paid to the Landlord prior to commencement of the tenancy as a condition of letting. At the time of producing these particulars no detailed claim has been received from the outgoing tenant.

9. Tenders

Tenders and application forms for the tenancy of Henffordd are to be submitted to the Head of Legal Services at County Hall, Llandrindod Wells, Powys LD1 5LG no later than **11am on WEDNESDAY 4th JANUARY 2017 in an envelope marked 'TENDER- COUNTY FARMS- HENFFORDD'.** 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 February 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, Farming Connect,

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>Landlord to supply materials</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.

<i>Item</i>	<i>Tenant</i>	<i>Landlord</i>
<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

Henfford, Church Stoke, MONTGOMERY, SY15 6TG


Dwelling type: Detached house **Reference number:** 9121-2805-7609-9526-2651
Date of assessment: 25 October 2016 **Type of assessment:** RdSAP, existing dwelling
Date of certificate: 25 October 2016 **Total floor area:** 100 m²

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

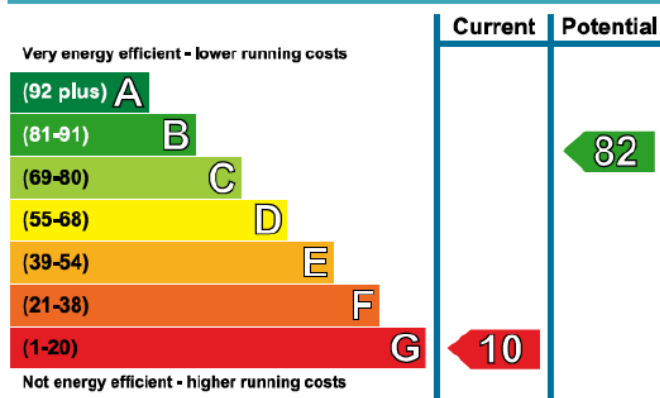
Estimated energy costs of dwelling for 3 years:	£ 7,503
Over 3 years you could save	£ 4,254

Estimated energy costs of this home

	Current costs	Potential costs	Potential future savings
Lighting	£ 246 over 3 years	£ 246 over 3 years	
Heating	£ 5,706 over 3 years	£ 2,640 over 3 years	
Hot Water	£ 1,551 over 3 years	£ 363 over 3 years	
Totals	£ 7,503	£ 3,249	

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



The graph shows the current energy efficiency of your home.

The higher the rating the lower your fuel bills are likely to be.

The potential rating shows the effect of undertaking the recommendations on page 3.

The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

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 Room-in-roof insulation	£1,500 - £2,700	£ 2,856	✓
2 Floor insulation (suspended floor)	£800 - £1,200	£ 147	✓
3 Floor insulation (solid floor)	£4,000 - £6,000	£ 288	✓

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.