

DRAFT

**ARABLE
LAND TO LET**

**Available for
Three Growing Seasons**

**Approximately 29.48 acres (11.93 hectares) of land
situated at Lower Newton, Kinnersley,
Herefordshire, HR3 6QB**

**TO LET BY INFORMAL TENDER
CLOSING AT 12 NOON ON
FRIDAY 18TH AUGUST 2017**

**Lion Court
Broad Street
Leominster
Herefordshire
HR6 8LE**

Tel: 01568 610007

johnamos
& Co

01568 610007
www.johnamos.co.uk

LAND AT LOWER NEWTON, KINNERSLEY, HEREFORDSHIRE

INTRODUCTION

John Amos & Co are delighted to have been instructed to offer approximately 29.48 acres of land available To Let for three growing seasons commencing from the 1st September 2017 on behalf of Heineken UK Limited (H.P. Bulmer).

CROPPING

There are no cropping restrictions on the land however, the Landlord would prefer the final crop to be a stubble crop. Potatoes and root crops are acceptable.

BASIC PAYMENT SCHEME

The Basic Farm Payment will be claimed by the Tenant on behalf of the Landlord. The Tenant shall pay the Landlord the full value of the entitlements within 14 days of receipt of payment. The successful bidder will be required to cross comply with all aspects of the scheme during their occupation as stated in No.16 of the Conditions of Let and will be required to establish the EFA (Ecological Focus Area) and satisfy greening crop diversity.

FIELD SIZES

The bids should be made on a per acre basis. Tenants can claim the gross area stated, but any buffer areas which the Landlord specifically lists will not be subject to rent (in some cases, the Landlord may wish to use these for access).

OCCUPANCY AND TERM

The occupancy will commence from 1st September 2017 for three growing seasons and will terminate on the 30th August 2020, although a break clause will be provided within the Agreement for the Landlord to serve notice on or before 1st June 2019 to bring the Agreement to an end on 30th August 2019 should they be required to do so. The rent will be payable in two equal instalments on the 1st September and 1st March of each year. Reasonable holdover for final year harvest, subject to prior agreement.

VIEWING

Viewing may take place at any reasonable time but strictly by prior appointment with the Farm Manager, Mac Trumper on 01544 327808 or 07966 110237.

ADDITIONAL NOTES

1. The Tenant shall be responsible for hedge trimming.
2. Access roads through the farms are available for farming operations but will be

shared with the Landlord's orchard operations. Please ensure safe practices are implemented at all times and advise the Farm Manager prior to entry.

3. Marker posts will determine any boundaries that are against retained areas.
4. Please leave a minimum of 1 metre from roads and tracks when cultivating.

SPECIFIC INFORMATION

Field 6097 – A water pipe and telephone line run along the roadside edge of this field and a 2 metre margin should be allowed as denoted in yellow on the plan.

Field 9720 – A high pressure oil pipeline is located in this field which is clearly marked on site. The Tenant must identify and satisfy themselves on the course of the pipeline.

Field 3006 (Lane Dab B) – a footpath runs across this field as approximately detailed on the plan.

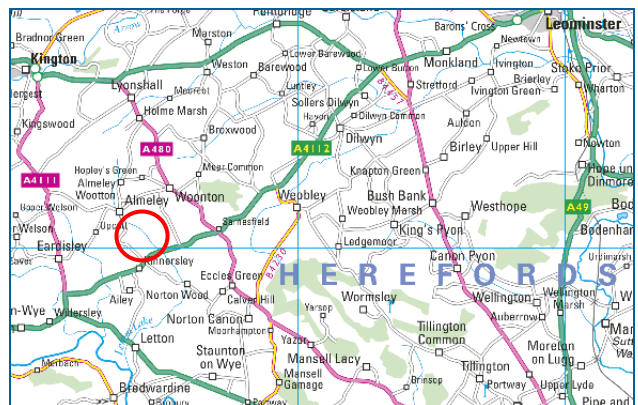
THE LAND

The land has been in orchard production. The trees have now been felled and stumps removed. The land is now available for arable cropping.

DIRECTIONS

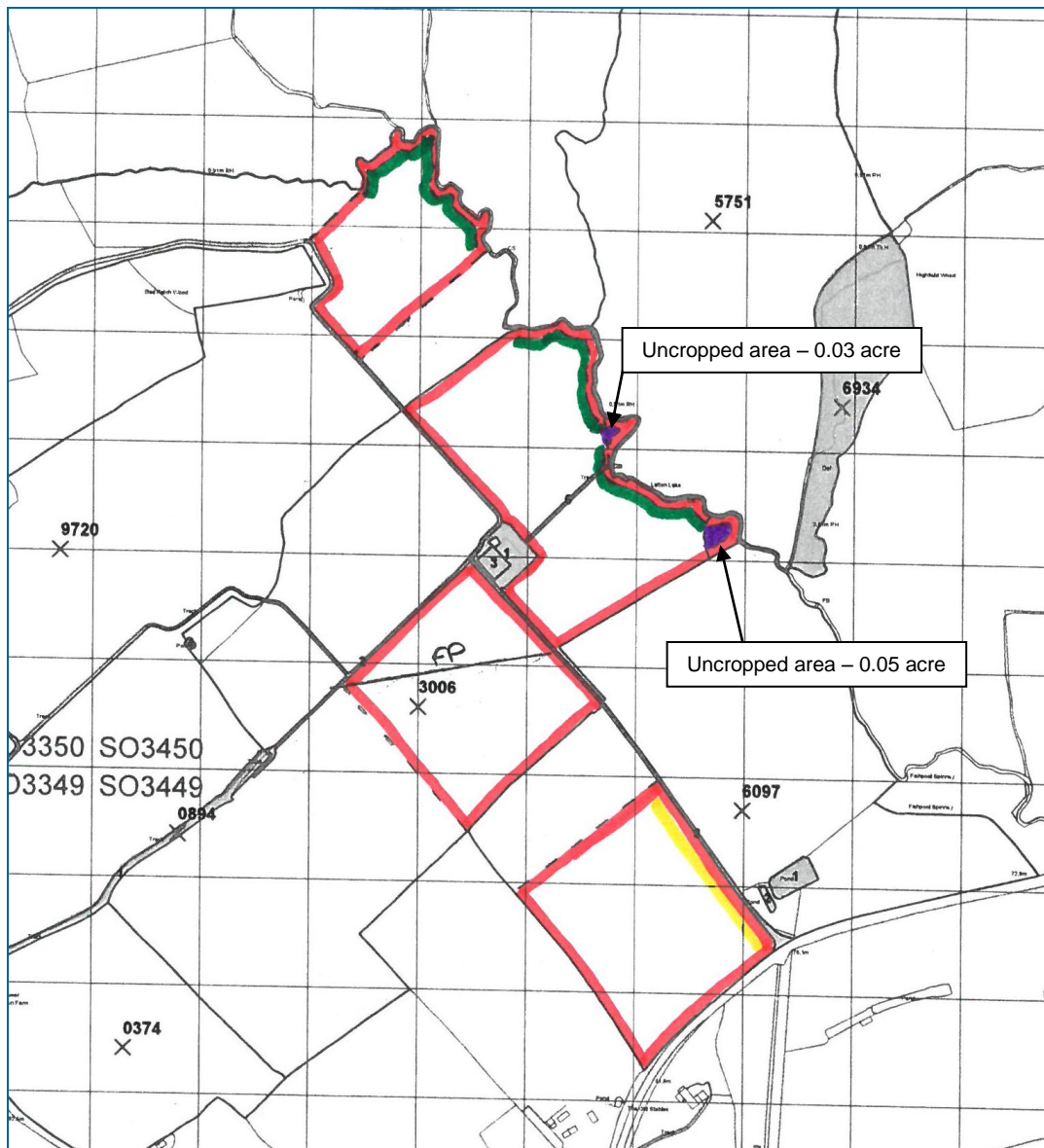
The orchards are situated on the north side of the A4112 Dilwyn to Eardisley Road, midway between the Sarnesfield crossroads and the Eardisley junction with the A4111 (opposite Kinnersley Castle).

LOCATION PLAN



Ordnance Survey © Crown copyright 2017 All rights reserved. Licence number LIG0718

PLAN OF THE LAND



Key:			
	Uncropped area		6m margin
FP	Foot path		2m margin

SCHEDULE OF LAND

OS NUMBER	FIELD NUMBER	FIELD NAME	GROSS AREAS	
			HECTARES	ACRES
SO3449	6097	Rectory	3.29	8.13
SO3450	3006	Buildings 1 & 2	3.76	9.28
SO3450	3006	Lane Dab B	2.50	6.18
SO3350	9720	Ridge Field Dab	2.38	5.89
	TOTAL		11.93	29.48

N.B. All field sizes provided are gross areas and bidders should satisfy for themselves the croppable area and therefore submit their Tender on this basis (see Condition 13).

CONDITIONS OF LET

1. All tenders must be submitted in writing to **John Amos** at John Amos & Co., Lion Court, Broad Street, Leominster, Herefordshire, HR6 8LE. Tel: 01568 610007 ~ Fax: 01568 611555. Tenders must arrive at the above office **NO LATER THAN 12 noon prompt on Friday, 18th August 2017** and should be marked **Tender ~ 'Land at Lower Newton, Kinnersley'**
2. Please note that, where appropriate, Purchasers may suggest Special Terms or variances to the Contract. *(Please bear in mind these may affect the decision of the Vendor).*
3. The Vendors do not have to accept the highest or any Tender for each Lot respectively.
4. The Purchaser shall be required to insure their crops against damage and loss. The Vendor shall accept no responsibility whatsoever for any loss, or damage caused due to the occupancy of the land.
5. The Purchaser shall be responsible for any damage to the Vendors' property caused during the occupation, accidental or otherwise, including gates, posts, fences, hedges, drains, roads, etc., and the Purchaser will make good any damage at his expense.
6. The Purchaser shall take all reasonable steps to avoid pollution or nuisance from acts of husbandry and shall be responsible for any damages or third party claims.
7. The Purchaser agrees to pay the agreed rent at the times specified in the Tenancy Agreement. Failure to do so may lead to penalty payments or forfeiture of the Lot(s). The Purchaser shall also be responsible for any shortfall on a re-let, (including costs and commission), but shall not be entitled to any surplus.
8. The Landlords' rent will not be subject to VAT.
9. If there is a footpath that crosses the land then it is the Tenants responsibility to keep this open.
10. The Purchaser agrees to leave the land in good heart and in a state fit to replant by the Vendors, (or his Agents) thereafter.
11. In the event of non-payment of rent as per the agreed time-scales, the Vendors shall reserve the right to recover the loss of rent and any other reasonable expenses, including legal costs.
12. All Tenderers will be notified in writing within **SEVEN DAYS** of the closing date. Successful Purchasers will be required to pay 50% on 1st September and 50% on 1st March of each year of the Tenancy.
13. Unless stated otherwise, **ALL** field sizes given are **GROSS** area and Purchasers should satisfy for themselves the area available to be planted, and therefore tender on this basis, except specific areas identified in the particulars, which will be deducted.
14. The land is available from **1st September 2017** terminating on the **30th August 2020**. It should be noted that a break clause may be provided within the Tenancy Agreement allowing the Vendor to give notice on or before 1st June 2019 to bring the Agreement to an end on 31st August 2019 should this be required, for some fields
15. There are no arable cropping restrictions on the land, however the Vendor would prefer a stubble crop in the final year.
16. The Basic Farm Payment will transferred to the Tenant for the length of the agreement, and payment returned to the Landlord within 14 days of receipt from The Rural Payments Agency

IMPORTANT NOTICE: *These particulars have been prepared in good faith to provide a general outline of the subject property. Whilst every effort has been made to ensure the details are accurate should there be any points which are particularly relevant to your interest in the property, please ask for further information/verification. Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment, or facilities are in good working order. Prospective purchasers should satisfy themselves on such matters prior to purchase. These particulars do not constitute any part of an offer or Contract. Descriptions of the property are subjective and are used in good faith as an opinion and not as a statement of fact. Purchasers should make their own enquiries to ensure any descriptions are likely to match any expectations held of the property. Any photograph(s) portray only certain parts of the property. It should not be assumed that the property remains as displayed in the photograph(s). No assumptions should be made regarding the parts of the property that have not been photographed. Any areas, measurements, aspects or distances referred to are merely provided as a guide and are approximate. If such details are fundamental to a purchaser(s), prospective purchasers(s) must rely on their own enquiries. Details Prepared July 2017.*



01568 610007

Lion Court, Broad Street, Leominster, HR6 8LE

johnamos.co.uk



FORM OF TENDER

LAND AT LOWER NEWTON, KINNERSLEY

(To be completed in CAPITALS save for the signature(s))

SUBJECT TO CONTRACT

To: Messrs John Amos & Company, of "Lion Court, Broad Street, Leominster, HR6 8LE"

I/We

of

.....Postcode.....

Telephone..... Fax.....

Mobile.....

Signed: Dated.....

Description	Tender Bid per Acre
LAND AT LOWER NEWTON, KINNERSLEY	£

Cropping Proposal:

SUBJECT TO CONTRACT

I/We understand this is a legal document and if the offer is accepted will require the signature of the parties on various Agreements.

Witness: ~

Name:

Address:.....

Postcode..... Telephone.....

Fax..... Mobile.....

Signed: Dated.....

Mark Tender document

"TENDER – LAND AT LOWER NEWTON, KINNERSLEY"

and return to

John Amos & Co, Lion Court, Broad Street, Leominster, Herefordshire, HR6 8LE No Later than **12 NOON**
on **FRIDAY, 18TH AUGUST 2017**