

**TO LET BY TENDER ON A FARM BUSINESS  
TENANCY AGREEMENT OF UP TO THREE YEARS**

**LAND AT WOOD FARM,  
MILSON, CLEOBURY MORTIMER**

Productive arable and grassland totalling 107.58ha (265.83 acres)



- Available from the 29<sup>th</sup> September
- Basic Payment Claim available to the Tenant
- Tenders to be submitted in writing by 12 noon on Wednesday 20<sup>th</sup> July 2016

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## **Introduction**

Williams Round Ltd. has been favoured with instructions to let this good quality block of land known as Wood Farm, Milson, Cleobury Mortimer, DY14 0AS by tender. The land comprises of approximately 71.72ha (177.22 acres) of productive arable land along with 35.86ha (88.6 acres) of good quality grazing land (cutting and sheep grazing only).

A plan of the land is provided with these letting particulars, for identification purposes only.

## **Location and Directions**

The land is situated 10 miles from Ludlow and 16 miles from Kidderminster.

From the Tenbury Wells to Cleobury Mortimer road take the right turn by Milson Church, which is signposted Neen Sollars and has a phone box situated on it. After half a mile on your right is a bungalow on the roadside and the entrance to the farm is alongside the bungalow. Using Sat. Nav. DY14 0AS takes you directly to the farm entrance. The land is situated alongside the entrance track.

## **Tenancy Agreement and Term**

The land is to be let as a whole on a Farm Business Tenancy with a term of 3 years with a break clause at the end of year 1 exercisable by either party on 3 months written notice. The tenancy will begin on the 29<sup>th</sup> September 2016, but early entry will be given as soon as practicable after harvest.

## **Lotting**

The Landlord may consider separate lotting of grass and arable land by negotiation.

## **Basic Payment Scheme**

The land is to be let with the benefit of Entitlements and the tenant will be entitled to claim the Basic Payment for the duration of the Farm Business Tenancy.



## **Sporting Rights**

All sporting and hunting rights are reserved to the landlord who may exercise the rights personally or may authorise some other person to exercise them on his behalf. The tenant should note the existence of the Shoot which requires vehicular access not only on shooting days but also in respect of game keeping duties by their employees, for the purposes connected with the rearing, preserving and taking of game.

## **Game and Cover Crops**

A number of game and cover crops are currently in place on the Land and are to remain so for the duration of the agreement (see schedule of land for information).

## **Easements and Wayleaves**

The right to grant these is reserved to the Landlord who is entitled to all the payments received.

## **Timber/Woodland**

All timber and other trees reserved to the Landlord, but broken/fallen branches may be removed by the Tenant. If not removed within a reasonable time, the Landlord reserves the right to remove these subject to making good any damage caused.

## **Payment of Rent**

Rent will be payable quarterly in advance on the 29<sup>th</sup> September, 25<sup>th</sup> December, 25<sup>th</sup> March and 24<sup>th</sup> June each year. The first payment is to be paid and cleared with the Landlord prior to taking occupation.

## **Water**

Mains metered water is available in most lots, subject to installation of sub-meters, water to be recharged by the Estate at Severn Trent Water Authority Rates.



## **Farm Buildings**

There are no farm buildings included with the land. However, the buildings at New Wood Farm may be available by separate negotiation.

## **Insurance**

The Tenant will be responsible for the insurance of their own crops, plant and equipment.

## **Cropping**

The Tenants will be free to crop the land as they wish, subject to the following provisos:

### **1. Genetically Modified Crops**

Genetically Modified Crops have not been grown on the Land and they will not be permitted under the terms of the tenancy agreement.

### **2. Potatoes**

Potatoes are not permitted to be grown without the Landlord's consent.

### **3. Field Details**

Field area details of past and current cropping are recorded in the schedule at the end of these particulars. Tenants will be expected to follow conventional cropping rotations farming to a high standard of husbandry and maintain the nutrient status and fertility of the land.

### **4. BPS**

The areas noted on the attached plan and schedule of land denote NET croppable hectares from the 2015 BPS Claim. These areas will form the basis of the letting irrespective of any adjustments that may be required as a result of changes in BPS rules or changes to game crop areas/2016 BPS.

For the avoidance of doubt, the 2016 BPS Claim has been submitted by the existing farm business and is registered as eligible for BPS purposes.

## **GRASSLAND**

Sheep or cropping only No cattle permitted.



## **Agri-Environment Schemes**

The land is not currently subject to any Environmental grant scheme. Entry into a new agreement will be with prior written consent of the Landlord only.

## **Ingoing Valuation**

There will be no ingoing valuation. Cropped fields will be left in stubble or grass by the outgoing Tenant.

## **Field, Farm and Boundary Maintenance**

Tenants will be responsible for keeping field management of a high standard. Such field management includes for the maintenance of a high degree of control in respect of noxious weeds and the maintenance of the pH.

Several fields are accessed from Estate roads and tracks with shared access. It will be a requirement for the tenant to maintain these unsurfaced tracks regularly in order to keep them at least in their present condition.

Hedges must be trimmed annually with care taken to preserve and improve their existing shape, no hedges to be cut back beyond the annual growth, without prior Landlord's approval.

## **Vermin Control**

Tenants will be required to control rabbits, pigeons, rats and other pests on the holding. In the case of any shooting, previous notification must be given to the Landlord.

## **Viewing**

By prior appointment only through the Agents.

## **Acceptance**

The landlord does not bring himself to accept the highest or any tenders.



## **Property Misdemeanors Act 1991**

Williams Round has tried to ensure that these letting particulars are accurate. However, if any point is of importance to you, then please contact our office to check the information, particularly if travelling some distance.

### **Williams Round gives notice that:-**

The letting particulars are set out as a general outline only for the guidance of the prospective parties and do not constitute, nor constitute part of, an offer or contract.

All descriptions, dimensions, reference to condition and necessary permissions of use and occupation and other details are given without responsibility and any prospective parties shall not rely on them as statements or representations of fact. They must satisfy themselves by inspection or otherwise as to the correctness of each of them.





## Schedule of Land

Field Number	Field Name	Area		2015/16 Use	Notes
		Hectares	Acres		
SO6372 3008	Trapnel	6.22	15.37	Arable	Spring beans 2016 harvest
SO6372 5041	Clod Hall	9.31	23.01	Arable	Spring beans 2016 harvest
SO6372 6425	3 corner field	4.08	10.08	Arable	Spring beans 2016 harvest
SO6372 7342	Little Shed	1.41	3.48	Grass	New lay 2015
SO6372 8559	Goodmans	7.4	18.29	Grass	New lay 2015
SO6372 7971	Cherry Orchard	0.45	1.11	Grass	Permanent grass
SO6372 1773	Home meadow	6.15	15.2	Arable	0.61ha game crop
SO6472 0848	Lower Kitchen	3.63	8.97	Grass	Permanent grass
SO6472 2649	Cut Pit	4.07	10.06	Grass	Permanent grass
SO6472 3665	Slurry patch	0.30	0.74	Grass	Permanent grass
SO6472 4464	East of building	0.13	0.32	Grass	Permanent grass
SO6472 3528	Reservoir bank	5.89	14.55	Grass	Permanent grass
SO6472 6133	Rectory	3.97	9.81	Arable	
SO6472 5018	By Old Wood Farm	0.20	0.49	Grass	Permanent grass
SO6472 3111	Cider orchard	2.98	7.36	Grass	Permanent grass
SO6371 3395	Milson	5.66	13.99	Arable	0.5ha game crop
SO6472 5207	Damson Orchard	3.24	8.01	Grass	Permanent grass
SO6471 6395	Joe's Game Crop	0.76	1.88	Game cover	Total 0.76ha game crop
SO6472 8923	Tommy's orchard	6.45	15.94	Arable	
SO6472 8704	Three Fields	7.45	18.41	Arable	
SO6472 6604	Little Field	1.54	3.81	Arable	
SO6471 5584	Banks Knapp	4.47	11.05	Grass	Permanent grass



SO6471 4376	Chute	1.11	2.718	Grass	Permanent grass
SO6471 8173	Knapp	14.13	34.92	Arable	1 ha game crop
SO6471 8433	Ant hill	0.46	1.14	Grass	Permanent grass
SO6572 1806	Bassard's Bank	6	14.83	Arable	
SO6472 4413	By Old Wood Farm	0.04	0.10	Grass	Permanent grass
SO6472 4059	SE of Building	0.03	0.74	Grass	Permanent grass
SO6472 3748	Lane's End	0.05	0.12	Grass	Permanent grass
	<b>Totals</b>	<b>107.58</b>	<b>265.83</b>		

