

THE NORTHERN FIELDS

**IDE
EXETER
DEVON**

TO LET

BY INFORMAL TENDER

AS A WHOLE

ON A FARM BUSINESS TENANCY

COMMENCING

AUTUMN 2022

Peter Skinner & Associates Limited

The Annexe

Pole House

Ide

Exeter

Devon EX2 9RY

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Our Ref: A1213

June 2022

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THE NORTHERN FIELDS
PHOTOGRAPHS



THE NORTHERN FIELDS, IDE, EXETER, DEVON

1 INTRODUCTION

The land is known as “The Northern Fields” and extends to approximately 14.18 gross acres (5.74 gross hectares) shown bordered red on the plan enclosed within Appendix 2.

The Northern Fields are offered to let as a whole by informal tender via the Parish Council’s sole agent, Peter Skinner & Associates Limited from Autumn 2022.

2 KEY DATES AND VIEWING ARRANGEMENTS

Tenders to be received by: 12:00 noon, Friday 15th July 2022 at the offices of Peter Skinner & Associates Limited.

Viewing arrangements: Interested parties may inspect the land on foot only and are asked to carry a copy of these letting particulars.

3 LOCATION

The Northern Fields are located approximately ¼ mile west of the village of Ide and just under 2 miles south west of the centre of Exeter. A location plan and a plan showing The Northern Fields bordered red is enclosed within Appendices 1 and 2 respectively.

4 GRID REFERENCE NUMBER

SX 895905.

5 DESCRIPTION

The Northern Fields comprise two adjacent fields of bare, temporary pasture extending to approximately 14.18 gross acres (5.74 gross hectares) shown bordered red on the Land Plan enclosed within Appendix 2 and as set out in the Schedule of Area in Appendix 3. There are no buildings on the land.

The areas quoted are those derived from the “Promap” digital mapping website and may therefore be different from those areas quoted by the Rural Land Registry.

The majority of the land is gently sloping with a south easterly aspect down to a stream called Fordland Brook which flows along part of the eastern boundary of plot 2.

The topsoil throughout is classified as predominantly Grade III according to the Agricultural Land Classification Map. The Soil Survey quotes two soil types;

- A slightly acid loamy and clayey soil with impeded drainage of moderate to high natural fertility associated with arable and grassland.
- A loamy and clayey floodplain soil with naturally high ground water of moderate natural fertility associated with grassland and some arable.

Whilst The Northern Fields lie adjacent to a designated Nitrate Vulnerable Zone, they are not actually within the Zone.

Other than the stream flowing along part of the eastern boundary, there is no water supply to The Northern Fields.

The boundaries are not stock proof and if the Tenant wishes to stock the land, then the Tenant will be wholly responsible for putting up either temporary or permanent fencing.

The Tenant will be responsible for annually trimming (both sides and the top) the roadside hedges and any other hedges that have previously been trimmed.

Please note, the Tenant will be required to leave at least a 4 metre wide uncultivated strip around the perimeter of plot 2 for permissive public access as set out in section 8 below.

6 LAND USE

The Tenant will be permitted to use the land for all normal agricultural or equestrian uses with the exception of growing maize which will be a prohibited crop.

7 TENANT'S FIXTURES AND FITTINGS - RECORD OF CONDITION

The land is let as seen. **Please note, tenders should be based on the fact that the Landlord will not be undertaking any improvement works on the land.**

There will be no tenants' compensation paid on entering The Northern Fields, otherwise known as 'ingoings'.

A photographic record of condition will be taken at the commencement of the tenancy to record the state and condition of the field boundaries and the fields themselves.

8 RIGHTS OF WAY AND ACCESS

Access to The Northern Fields is via a gateway off College Lane annotated at point C on the Land Plan. It is appreciated that College Lane is narrow and therefore access with modern, large agricultural machinery may be difficult. If the Tenant has issues gaining access with large machinery, subject to ground conditions permitting, the Landlord may permit access from Halscombe Lane at the gateway annotated A across Weir Meadow into The Northern Fields at the gateway annotated B. Such access will require the Landlord's or their Agent's prior approval on each and every occasion and will be subject to ground conditions at the time.

Weir Meadow will be an open space for general public use. It is the Landlord's intention to allow public access around the perimeter of plot 2 and to that end, the Tenant will be required to leave an uncultivated strip around the perimeter of plot 2 that is at least 4 metres wide. This will reduce the gross area of plot 2 by an estimated 0.71 acre (0.29 hectare). Public access around the perimeter will be for pedestrians only and those walking dogs will be requested to keep them under close control. Public access into plot 1 will not be permitted.

There are the usual telegraph poles with overhead telecom cables in the roadside hedge along the northern boundary.

As far as is known, there are no further third party rights of way or access across The Northern Fields other than rights of access for any utility companies whose services cross the property.

9 BASIC PAYMENT SCHEME

The land will be let **without** the benefit of any entitlements.

If a broadly similar Basic Payment Scheme exists at the end of the tenancy, then the Tenant, if having purchased the entitlements at the commencement of the tenancy, will be free to sell the entitlements at the end of the tenancy firstly to the Landlord, secondly to an incoming tenant or lastly on the open market at full market value – assuming there is a market for the sale of such entitlements.

If a substitute scheme emerges whereby the subsidies are directly associated to the land itself (and not through a personal entitlement based claim system) then the subsidy arising from the land itself will revert to the Landlord at the end of the tenancy with no compensation to be paid to the outgoing tenant.

10 ENVIRONMENTAL, CONSERVATION AND DIVERSIFICATION ISSUES

The outgoing tenant is presumed to be claiming the annual Basic Payment Scheme subsidy for 2022. It is understood that otherwise, the land is not subject to any other subsidy scheme.

The Landlord is "open minded" with regard to an incoming tenant wishing to enter a conservation grant or subsidy scheme (e.g. Countryside Stewardship) or indeed a reasonable and appropriate form of diversification. Any such application will require the Landlord's consent which will not be unreasonably withheld.

11 SPORTING RIGHTS

The sporting rights are owned by the Landlord and are in hand. There will be a prohibition against any sporting activity on the land (eg: shooting).

12 OTHER RESERVATIONS

The Landlord will retain the rights to all wayleave payments, mines, minerals and Timber.

13 DILAPIDATIONS / FUTURE IMPROVEMENTS TO THE LAND

The incoming tenant will not be permitted to make any claim for dilapidations at the commencement of the tenancy. The tenancy agreement will require that the Tenant keeps the land in a good agricultural and environmental condition throughout the term of the tenancy.

It is stressed that the Landlord has no plans to carry out any works or improvements on the land. The offer of rent must be based entirely on the condition of the land and boundaries as they currently exist.

14 HOLDOVER

The outgoing tenant will not retain any rights of hold over.

15 TERMS OF LETTING

Applicants should tender in accordance with the following summarised terms. However, the Landlord reserves the right to amend the terms noted below at any stage during the informal tender process.

The maintenance and repairing obligations are as set out in Appendix 4.

The tenancy will be a Farm Business Tenancy in accordance with the Agricultural Tenancies Act 1995 and will follow the latest version of the RICS template.

- **Term** (length of tenancy) – A five year term is suggested but other terms will be considered.
- **Use** - The use will be for agricultural and / or equestrian purposes only. The growing of Maize is prohibited. However, if considered appropriate, the Landlord will support the Tenant in a planning application for a non-agricultural use. In this instance, the applicant should make it clear on the application form what use he / she wishes to put the land to and for what period.
- **Sub-letting** - The Tenant will be required to farm the land personally and will not be allowed to sub-let or share possession of the land.
- **Rent** - The rent will be payable quarterly in advance on the usual quarter days by standing order into the Landlord's bank account.
- **Deposit** – No deposit will be taken.
- **Area** - Please note the areas quoted are gross areas and are approximate for guidance only.
- **Record of Condition** - A photographic record of condition will be taken at the commencement of the Tenancy. The Tenant will be required to return the land to the Landlord at the end of the Tenancy in at least as good order as at the start of the Tenancy.
- **Fencing and Gates** – As noted, the boundary fences (such as they exist), are not stock proof. If the Tenant wishes to stock the land it will be entirely at the Tenant's discretion and cost as to how the fields are fenced. If the Tenant choses to put up temporary, electric fencing then the Tenant will be required to remove all such equipment at the end of the Tenancy. If the Tenant wishes to put up permanent post and wire fencing the Tenant may leave such fencing in situ at the end of the tenancy but please be aware, the Tenant will not receive any compensation for the fencing. Alternatively, the Tenant may remove the fencing subject to making good any damage so caused. The terms of the tenancy will hold the Tenant entirely responsible for any loss or third party claim resulting from his / her livestock straying from the land.
- **Hedges** – The Tenant will be required to trim annually (both sides and the top) all roadside hedges and any other hedges previously trimmed.
- **Water Supply** – Mains water is not supplied to the land. The only source of water is from the stream known as Fordland Brook flowing along part of the eastern boundary. If the Tenant wishes to install a water supply, this may only be done with the Landlord's prior approval (with regards to the method of installation and the siting of any water troughs) and further, such equipment must be left on site and in full working order at the end of the tenancy. The Landlord will not be required to pay any compensation to the Tenant for any water supply equipment or infrastructure paid for and installed by the Tenant at the end of the tenancy.
- **Stamp Duty Land Tax** – The incoming Tenant will be wholly responsible for any Stamp Duty Land Tax arising from the creation of the Farm Business Tenancy.

- **Professional Fees** - Applicants will be entirely responsible for any professional fees and associated costs incurred in applying for the tenancy of The Northern Fields. The incoming Tenant and the Landlord will each bear their own costs of agreeing and completing the Farm Business Tenancy agreement save as noted above, the Tenant will be wholly responsible for any Stamp Duty Land Tax arising.

16 INFORMAL TENDER PROCEDURE

Applicants are invited to tender for The Northern Fields on the application form attached to the rear of these particulars.

Applicants are responsible for familiarising themselves with the land and these particulars. Peter Skinner & Associates Limited will be available to answer any questions during office working hours up to Thursday 14th July 2022. Whilst the Agent will make all reasonable efforts to answer applicant's questions and explain more fully the letting process, the Agent will not discuss any matter regarding or associated with the rent to be tendered.

All applications must be in a plain envelope marked "The Northern Fields Tender".

Applications are to be received no later than 12:00 noon on Friday 15th July 2022 at the offices of Peter Skinner & Associates Limited – The Annexe, Pole House, Ide, Exeter, Devon, EX2 9RY.

Late applications will not be accepted.

Applications will be opened at this time (12:00 noon, Friday 15th July 2022) in the presence of an independent witness.

Informal tenders should be submitted subject to contract and any other conditions on which the informal tender is made should be specified. Applicants are encouraged to give as much detail as possible in their covering letter and on the tender form.

17 DISCLAIMER

These letting particulars are believed to be correct but neither the Landlord, nor Peter Skinner & Associates Limited accept any liability for errors or omissions.

18 PROPERTY MISDESCRIPTIONS ACT 1991.

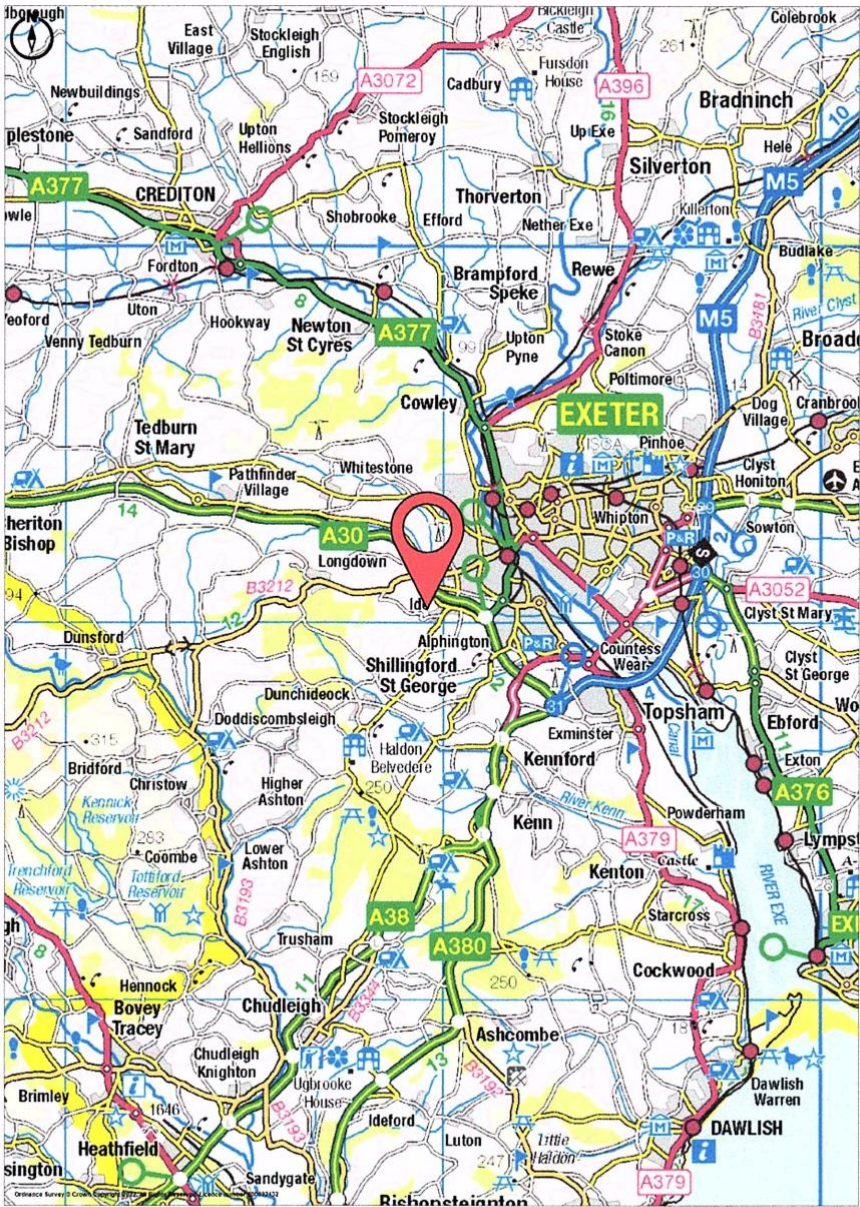
Peter Skinner & Associates Limited, on behalf of Ide Parish Council, give notice that;

- i. These particulars are produced in good faith, are set out as a general guide only and do not constitute an offer or part of an offer or contract.
- ii. All descriptions, photographs, dimensions, not to scale plans, references to condition and the necessary permission for use and occupation, and other details are for guidance purposes only and are not a complete representation of the property, are given without responsibility and any intended applicant must satisfy themselves by inspecting or otherwise as to the correctness of such statements.
- iii. Services and any appliances referred to have not been tested, and cannot be verified as being in working order.
- iv. No survey of any part of the property has been carried out by Peter Skinner & Associates Limited.
- v. Measurements are approximate and must not be relied upon.
- vi. Only those items referred to in the text of these particulars are included.
- vii. No person representing Peter Skinner & Associates Limited has any authority to make, or to give any representation or warranty whatsoever, in relation to this property.

THE NORTHERN FIELDS

LOCATION PLAN

The Northern Fields, Ide, Exeter, Devon.



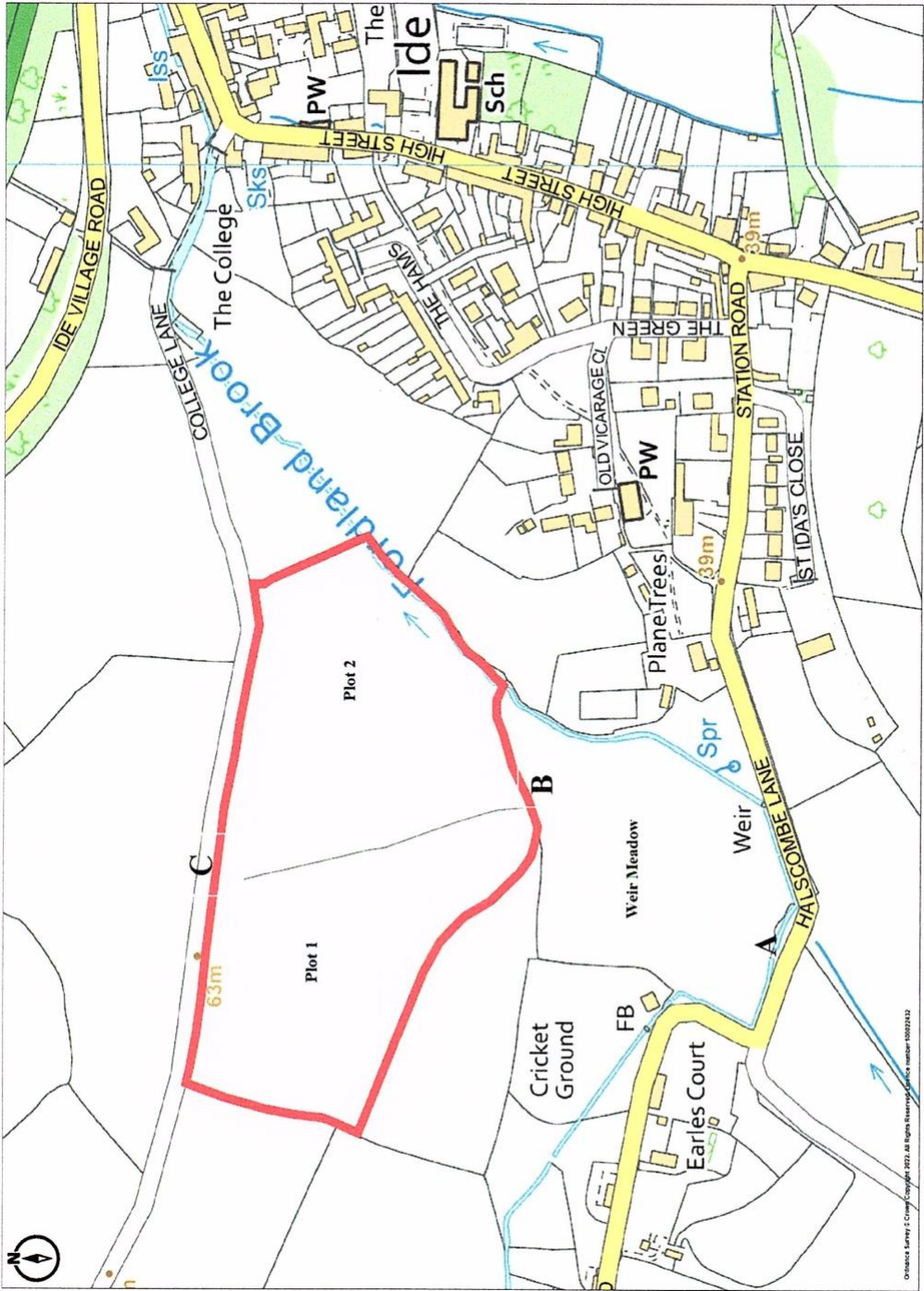
Promap
LANDMARK INFORMATION

Ordnance Survey © Crown Copyright 2022. All Rights Reserved.
Licence number 100022432
Plotted Scale - 1:150000. Paper Size - A4

Peter Skinner and Assoc. Ltd.

THE NORTHERN FIELDS
LAND PLAN

The Northern Fields, Ide, Exeter, Devon.



Peter Skinner and Assoc. Ltd.

APPENDIX 3

THE NORTHERN FIELDS

SCHEDULE OF AREA

Plot No.:	OS No.:	Description:	Acres:
1	4653	Temporary pasture	6.73
2	6652	Temporary pasture	7.45
	Sub Total		14.18 Gross Acres (5.74 Gross Hectares)

THE NORTHERN FIELDS

MAINTENANCE AND REPAIR LIABILITY

ALLOCATION OF REPAIRING AND INSURING RESPONSIBILITIES

NOTE: The Schedule is to identify those parts of the Holding which it is intended the Landlord should repair or insure and those parts the Tenant should repair or insure. If any part of the Holding is not identified or written in to this Schedule or where this Schedule does not allocate responsibility to either party for completing the work it will be the responsibility of the Tenant to repair and insure it.

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

Item	Tenant	Landlord
Water supply systems – above ground	100%	
Water supply systems – below ground	100%	
Garden walls and fences	100%	
Yard walls fences and gates	100%	
Cattle grids	100 %	
Field gates and posts	100%	
Bridges and culverts	100%	
Field drains ditches and associated works	100%	
Field boundaries	100%	
Watercourses reservoirs ponds and associated systems	100%	

(b) Insurance.

Unless otherwise indicated buildings are to be insured to their modern replacement value (including professional fees and associated costs).

Item	Tenant	Landlord
Dwellings	Not applicable	
Other buildings	Not applicable	
Tenant's fixed equipment plant and machinery	100%	

**TENANCY APPLICATION FORM
FOR**

THE NORTHERN FIELDS, IDE, EXETER, DEVON

CLOSING DATE 12.00 NOON FRIDAY 15TH JULY 2022

TO: Peter Skinner
Peter Skinner & Associates Limited
The Annexe
Pole House
Ide
Exeter
EX2 9RY

PERSONAL DETAILS

Tenant 1: *(Full Name)* **Age:**

Tenant 2: *(Full Name)* **Age:**

Tenant 3: *(Full Name)* **Age:**

Tenant 4: *(Full Name)* **Age:**

Address:

.....

.....

Home Telephone No:

Work Telephone No:

Mobile Telephone No:

Email Address:

PRESENT AND PREVIOUS EMPLOYMENT

If you are employed, please provide details of present and previous employment over the last five years including the name of your current employer, address and date of employment together with the type of work undertaken.

If you are a sole trader or partner in a farming or equestrian business, please provide brief details as to when you became a sole trader or partner in a farming or equestrian business and the farm you presently manage (e.g.: owner, tenant, area, enterprise mix etc.).

EDUCATION AND TRAINING DETAILS

Please provide brief details of formal education and any agricultural or equestrian training.

FARMING AND / OR EQUESTRIAN EXPERIENCE

Please provide brief details of recent and current farming or equestrian experience.

Please give reasons why you are applying for this tenancy?

REFEREES

Please provide the name and address of at least three people who may be asked for a reference as follows. These will only be taken up in the event of the Applicant being shortlisted;

Financial Referee (Bank Manager or Accountant): *(Name & Address and relationship to applicant)*

.....

.....

.....

Personal Referee: *(Name & Address and relationship to applicant)*

.....

.....

.....

Farming or Equestrian Referee: *(Name & Address and relationship to applicant)*

.....

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.....

Please provide the name and address of the following professionals that you employ the services of;

Solicitor: (*Name & Address*)

.....

.....

Accountant: (*Name & Address*)

.....

.....

Agent: (*Name & Address*)

.....

.....

FARMING PROPOSAL FOR THE NORTHERN FIELDS

Please give brief details of proposed farming policy including the preferred length of tenancy (e.g. cropping, pasture management, any diversification / alternative uses, stock numbers, provision of fencing, water supply, environmental grant schemes etc).

ANY OTHER RELEVANT INFORMATION

(e.g. non-agricultural uses, diversification etc).

FINANCIAL BACKGROUND

Please delete as appropriate:

Has the Applicant ever been declared bankrupt? **Yes / No**

Has the Applicant ever entered into a voluntary arrangement with Creditors? **Yes / No**

Has the Applicant ever had a Court Judgement against him/her or had goods seized in relation to a debt? **Yes / No**

Has the Applicant ever been deprived of the tenancy of an agricultural holding? **Yes / No**

Has the Applicant ever been convicted of a criminal offence or an offence in relation to livestock or other matters with DEFRA or the RPA or in relation to Health & Safety Legislation? **Yes / No**

INFORMAL TENDER

Rent offer for The Northern Fields, Ide, Exeter, Devon.

- 1) I / We
 (*Name of Applicants*) have inspected the holding known as The Northern Fields, Ide, Exeter, Devon, and have obtained all the necessary information regarding the land and the terms of letting.
- 2) I / We hereby tender the sum detailed in the table immediately below this paragraph for The Northern Fields as a whole as described above;

	Sum Tendered £ per year	Preferred length of Tenancy (The Term)	Conditions applying to the sum tendered
The Northern Fields - as a whole extending to approximately 14.18 gross acres (5.74 gross hectares)	<p>£</p> <p><i>Amount in words:</i></p> <p><i>The rent offered must be for a specific value, offers such as '£1 higher than the highest bid' will not be considered.</i></p>		

ACKNOWLEDGEMENT

I / We acknowledge that the Landlord has no plans to improve The Northern Fields.

It is understood that the Landlord is under no obligation to accept either the highest or any tender.

Please return the application form to Peter Skinner & Associates Limited by no later than 12.00 noon on Friday 15th July 2022 in a plain envelope marked “The Northern Fields Tender”.

Signed: **Dated:**
Tenant 1

Signed: **Dated:**
Tenant 2

Signed: **Dated:**
Tenant 3

Signed: **Dated:**
Tenant 4