

## The Devon County Council Farms Estate

Guide to being a Devon County Council Farm Tenant



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# Introduction

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The Devon County Farms Estate comprises 9570 acres (3873 ha) or thereabouts spread across the county. There are 65 residential equipped holdings ranging in size from 37 to 300 acres. The aim of the Estate is to provide first opportunities for applicants to become farmers on their own account.

We look for candidates who can bring new blood, new thinking and new vitality into the agricultural industry with enthusiasm, dedication, drive and ambition. You will need sufficient tenants capital, experience and/or training in the area of agriculture you intend to enter and the foresight to identify and exploit new rural or land based

enterprises and business opportunities.

The current policy enables tenants to stay on the Estate for a maximum of 25 years. Initial starter farm tenancies are seven years and can be extended to a maximum of another seven years. Progression farm tenancies are ordinarily 15 years.

It is expected tenants will look to progress into the private sector as an owner occupier, share farmers or tenant of another Estate as soon as they are ready and able to do so.



# Who's who - Farms Estate Committee

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The Farms Estate Committee is made up of 7 elected County Councillors and two co-opted members. The Committee is responsible for overseeing the strategic, policy and financial affairs of the Estate. The Committee meet formally four times a year but also meet for site visits, interviews and other matters of importance throughout the year.



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# Who's who - The Managing Agents

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The estate is managed by South West Norse Ltd, a Joint Venture company set up to provide property services to Devon County Council.

Dan and Claudia will be your main points of contact. Please call them in the office to discuss any matters you are unsure of.

In addition, Norse provide Building Surveyors to procure all the Landlord's repairs, maintenance and minor works. Please contact Dan or Claudia in the first instance for repairs and maintenance issues during office hours. In an emergency out of hours, please contact the on call surveyor on: **07826 858727**



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# Who's who - Other Representatives

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In addition to the elected members on the Farms Committee there is also a Tenants Representative, currently Liz Warner, Lower Henland Farm, Kentisbeare ([info@westcountryquail.co.uk](mailto:info@westcountryquail.co.uk)).

Liz is there to represent the interests of the tenants at Farms Estate meetings and interviews.

A member of the Devon Federation of Young Farmers Clubs (YFC) is also invited to Farms Estate meetings. The current representative is Megan Broom who can be contacted via the YFC office on 01647 24120 or [admin@devonyfc.co.uk](mailto:admin@devonyfc.co.uk)

The Farms Estate tenants get together from time to time for farm walks and meetings. The group is currently led by Tom Forward of Cobberton Farm, Dartington. Their details can be provided should you be successful and would like to join the group.

# The process

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Most tenancies change over on either Lady Day (25 March) or Michaelmas (29 September).

Farms to let will be advertised usually around five to six months before they are due to change hands. Adverts are placed in national publications. In addition we also keep a mailing list and notify everyone on it by email when we have farms available.

There will be a viewing day held at the farm where Dan or Claudia will be available to answer any questions and to give out application forms. Viewing days begin at the allotted time (usually 10am or 2pm) with an introduction talk, please make sure you arrive promptly so you do not miss any of the information provided.

Following the viewing day there will be a couple of weeks to put your application and business plan together. Applications must be received by 5pm on the deadline day. We will not be able to accept them if they are late.

## Applications

An application form will be provided at the viewing day. This is just a basic form to collect the minimum information required and most applicants provide us with a separate business plan document so that the detail about the proposed enterprises can be explained. As part of the application we look for a minimum of two years cash flow and budget forecasts. In addition we also request a small photo of the applicant so that we can remember any conversations we may have had with you at the viewing day.

Applications must be received in paper form in a plain envelope clearly marked with the farm you wish to apply for.

Shortlisted candidates will then be contacted to arrange a home visit.

Home visits are usually conducted by Dan. This is an opportunity to go through your business plan in more detail, answer any questions you might have and prepare for the types of questions that might come up in the interview.

Interviews take place at the Norse office, Venture House. The interview panel will consist of the Chair and Vice-Chair of the Farms Committee and one other member of the Farms Committee on a rota basis. Additionally, the Tenants Representative will also be present as well as Dan and Claudia to facilitate the interviews. It is the three elected Councillors who decide who gets the farm. If possible the members of the interview panel will attend the viewing day to meet candidates.

If you are unsuccessful we will happily provide feedback on your application to aid with future submissions. Due to the demand for farms don't be disheartened if you are not shortlisted at the first attempt. The application process is very competitive and we can only shortlist the best and most comprehensive business plans.

Please find statements relating to the Right to Rent under the Immigration Act 2017 and General Data Protection Regulations at appendix 3 and 4

You will also be asked to provide consent for us to contact your local Trading Standards office with regard to checking animal health records.

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## Taking on a tenancy

If you are successful following the interview, you will receive a letter detailing the terms and conditions of the offer. You will have 21 days in which to accept the offer.

Providing your references, credit checks etc are acceptable and the offer letter is signed then your tenancy agreement will be prepared and arrangements made for the changeover of tenancy.

### Appointing an agent

After you have accepted the offer for the farm the first thing to do is appoint an agent to act on your behalf. The agent must be a member of the RICS and a Fellow of the CAAV, ideally with good levels of experience of tenant right valuations.

### Why appoint an agent?

An agent will act on your behalf to negotiate with the outgoing Tenant's agent the Tenant Right Valuation, dilapidations claim and if not concluded previously, the valuation of the outgoing tenants fixtures, fittings and improvements. Your agent will normally act for the Landlord as well to keep things simple and to keep costs down.

## Case study - James & Naomi Law (pictured front cover)

James and Naomi Law were successful in their first application for a farm, namely Coppa Dolla Farm, Denbury and took on the tenancy in March 2016. Although they had not put forward an application previously they had done their homework and had looked at other farms before deciding that Coppa Dolla would be the best fit with their ambitions to run their own farm.

James works for a local dairy farm and Naomi at the local agricultural merchants. Before taking on Coppa Dolla they were spending a lot of time, effort and resources in rearing calves on various land parcels across the district and greatly benefited from being able to consolidate their efforts on one holding. Ultimately James and Naomi want to be dairy farmers and are using Coppa Dolla as a base to build capital to then convert into dairy cattle when the right opportunity presents itself. They still work long hours on and off the farm but the platform to grow their business has enabled them to pay off their borrowings after only 2 and a half years at the farm.

Naomi admits the application process was tough but it has held them in good stead to be able to manage their own business and make measured and considered decisions.

“Having a council farm has allowed us to really concentrate on our business and push it forward. The whole application and interview process is daunting when you get shortlisted but this is your chance to shine, show the Council how passionate you are about farming and your livestock, it's definitely worth it!”

# The valuation procedure

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## The upfront valuation

This is the valuation of the outgoing tenants improvements, fixtures, fittings and chattels that he or she intends to leave on the holding for your benefit. Usually if there has been enough time prior to the viewing day this will have been agreed between the outgoing tenant, his agent and the Land Agents for the County Council. This figure and list of items to be taken over by the incoming tenant can then be presented to interested applicants on the viewing day.

Where outgoing tenants have given short notice of their intent to vacate the holding, this is not always possible. The fixtures and fittings then either have to be inspected and valued before the new tenant moves in or will be considered on the valuation day itself.

The incoming tenant is then required to inspect the list of fixtures and fittings to make sure that all the items are present and that they are found to be in the condition they were considered to be at the time of the valuation. Fixtures will either be taken over in one of the following two conditions

1. The item being safe, compliant with current standards and regulations (or otherwise

exempt) and in good tenantable order and repair. Or,

2. The item to be taken over as found, i.e. in its current condition which is generally accepted as being tired, a little dilapidated but nevertheless working and reasonably functional/useful.

The money owed for these fixtures and fittings is then paid over to the outgoing tenant within 28 days of moving into the farm unless otherwise instructed by The Land Agents. If there are items missing or they are not fit for purpose please contact your agent straight away who will be able to raise it with the outgoing tenant's agent. You will probably be required to obtain estimates for repairing the fixtures so that your agent can renegotiate the valuation.

Sometimes the landlord will have elected to take over other fixtures and fittings. The incoming tenant will also be asked to ensure items taken over by the landlord are found to be in the condition they were considered to be in at the time of the valuation.

## Tenant Right Valuation

The valuation day is usually undertaken within a week of the new tenancy commencing or very soon afterwards. This involves the two agents inspecting the farm to assess the tenant right matters. Tenant right matters include back fencing, tenant's pastures (fields scheduled as arable but left in grass by the outgoing tenant), fertility and manurial value claims, lime applied, forage left on the holding, straw, other consumables and any remaining fixtures not included in the upfront valuation. All of the above matters will have been provided at the outgoing tenants expense and where he or she is leaving them on the holding for the benefit for the incoming tenant, they may be entitled to additional compensation.

## Soil Sampling

At the start of your tenancy you will be required to arrange soil sampling of all the fields on the holding. If you are charged for this service, this will be at your expense. This should be provided to the County Council within one month of entering the farm. The analysis will be used to sense check any of the current outgoing tenant's claims for 'routine improvements' and as a benchmark for your good husbandry of the holding during the term of your tenancy, and again to sense check any outgoing Tenants claims for 'routine improvements' your agent may claim on your behalf at your end of tenancy.



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## Dilapidations

Your appointed agent will also inspect the holding and claim the cost of remedying any potential breach of tenancy such as the failure of the outgoing tenant to maintain and repair the holding in accordance with his or her obligations. The holding should be left by an outgoing tenant in 'good tenantable order and repair' unless there exist notes protecting him or her from having to do so. Any money drawn for dilapidations will be paid over to the incoming tenant either at the start of

the tenancy or as and when the remedial works are complete depending on the severity of the state of disrepair on changeover.

Once money has been drawn for dilapidations and paid over to you it is deemed that the dilapidations are now corrected and the farm is back in good condition. If they are not corrected at the end of your tenancy then as the outgoing tenant you will be dilapidated in the same manner as occurred when you took on the farm.

## Inventory and valuation

Once the outgoing tenant's fixtures, fittings and improvements, tenant right and dilapidations claim has been agreed, the two agents will record the agreement in a document known as an Inventory and Valuation.

This document must be kept safe for your end of tenancy valuation. Included within the Inventory

and Valuation may be some notes taken by the agents on the valuation day to protect the tenants from any unreasonably onerous or difficult repairs.

The specific notes in the Inventory and Valuation will supersede any terms and conditions contained within the Tenancy Agreement.

## Records of condition

Occasionally farms or bare land will be let using a record of condition rather than a full valuation. If you take on land let with a record of condition, the outgoing tenant will only be required to leave the land in no worse a condition than when taken over. If at the end of the tenancy the land is found to be in a worse condition than the original schedule, then the outgoing tenant will be dilapidated the cost of making good the individual items up to the standard of the original schedule. The ingoing tenant will again take on this land under a new photographic record of condition taken and made at the start of the tenancy but disregarding any

dilapidations for which the incoming tenant will have drawn down from the outgoer to put right. The appointed valuer will be instructed to prepare the new record of condition and the cost will be borne equally between the landlord and the ingoing tenant.

There will usually also be a Tenant Right Valuation on any fields let under a record of condition and the ingoing tenant will again pay the outgoing tenant any sum awarded for tenant right matters.

# The tenancy agreement

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Farms will always be let on a Farm Business Tenancy (FBT) for a fixed period of time. The County Council has adopted a standard form of FBT developed in accordance with the Agricultural Tenancies Act 1995.

Your tenancy agreement will be sent to you before you move in. This agreement is in a non negotiable standard form for most farms but it is advisable that you read it and understand it. If in any doubt as to the meaning of any contract term, it is advisable you seek advice from your Agent or Solicitor before signing.

You will then need to sign both copies and return them to the office for completion. Once the legal department has signed the agreements you will keep one copy and we shall keep the other in the office.

A copy of the County Council's standard form of FBT is available to inspect during normal office hours at the Land Agents current address. The standard FBT will always be available for inspection at farm viewing days.

## Stamp Duty Land Tax

Stamp Duty Land Tax may be due on the lease. Upon completion of the tenancy agreement and five years thereafter, you will be responsible for the submission of a Land Transaction Return (LTR) to the Inland Revenue and payment of any Stamp Duty Land Tax. It is a legal requirement to submit a LTR within 30 days of completion. We are also advised that taking possession of the property contained within the lease would constitute completion being 'substantially performed'. The 30 day period will therefore commence from the date

of occupation or from the date of completion whichever is sooner.

You may wish to consider obtaining independent professional or legal advice on this matter. Land Transaction Returns are a tenants legal responsibility and can be obtained from the Inland Revenue on 0845 302 1472. You should be aware that fines may be imposed by the Inland Revenue for failure to comply with the regulations.

## Lease Registration

Under Section 27(2)(b)(i) of the Land Registration Act 2002 leases granted for a term of more than seven years from the date of the grant are compulsorily registrable.

Applications to register the lease must be lodged on form AP1 which forms part of Rule 13 of the Land Registration Rules 2003. A certified copy of the lease and the appropriate fee under the current Land Registration Fee Order must accompany the application, together with evidence that the SDLT requirements have been met. For more information please see '[Practice guide 25: leases – when to register](#)' which is available at [www.gov.uk](http://www.gov.uk)

# Rent

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## Rent Formula

Rent for holdings let under the Agricultural Tenancies Act 1995 (FBTs) is based on open market value. “The rent at which the holding might reasonably be expected to be let on the open market by a willing landlord to a willing tenant taking into account all relevant factors.”

## Rent offers

Application forms for farms to let include a rent offer form. The offer should be based on what you believe the market rent is for the farm and should correlate with your business plan. The interview panel set the rent after considering all the offers and comparable information from other farm lettings on the Estate. The interview panel aim to set a sustainable rent. The Council reserve the right not to accept the highest or any offer.

## Rent payments

Your rent will be paid by direct debit in 10 monthly instalments with a payment holiday in April and May. You will still receive however, a half yearly

demand on 25 March and 29 September from the Devon County Council finance department even if you have been paying your direct debits. This is nothing to be alarmed about; we have to raise the invoice for accounting purposes.

## Rent reviews

Your rent will be fixed for the first three years of your tenancy. Either landlord or tenant have an opportunity on the third anniversary of the tenancy to request the rent be reviewed by serving a notice. The notice must be given 12 months in advance of the date the new rent will take effect, so therefore there is 12 months in which to negotiate a new rent. After a rent review, both the landlord and tenant will have to wait a further three years before another review can be triggered.

If a review is not triggered on the third anniversary of the tenancy commencement date or last rent review the opportunity to request a review rolls forward annually until it is triggered.



# Repairs, maintenance and insurance

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The repair, maintenance and insurance liabilities for landlord and tenant can be found in the letting particulars and also in your tenancy agreement. If in doubt please call the office.

## Landlord repairs

If you do have a maintenance issue and you think it is the Landlord's responsibility please call Dan or Claudia in the office who will arrange for a Building Surveyor to deal with it.

If you identify something on the farm which you believe may be a Health and Safety risk to you and your family please notify Dan or Claudia immediately. A Health and Safety pack is provided for you at the start of your tenancy with information about the farm, especially asbestos, to help with risk assessments and your Health and Safety plan.

The County Council use a wide range of contractors. Most contractors will make an appointment to visit however from time to time they may need to visit without an appointment to carry out emergency repairs. If you are unsure of who they are, ask for their identification and phone Dan or Claudia to double check.

## Tenant repairs

If the repair is the liability of the tenant, then please ensure that you only use reputable, competent and qualified contractors to undertake the repair promptly. You are responsible for the quality of their work but you also have a responsibility for their safety and the safety of others they may affect.

The Construction (Design and Management) Regulations 2015 state that the dutyholder will be the client i.e the person who has requested the works. If you appoint a contractor to work on your behalf on the holding you are therefore the duty holder. Please ensure that you adhere to the 2015

Regulations.

## Insurance

The landlord will only insure its buildings against the main insured risks. The landlord will not insure tenants buildings, fixtures, fittings, chattels and live and deadstock.

Please ensure that you are insured at all times and that your insurance premium is reviewed regularly. We recommend that tenants take out tenant's accidental damage cover. For example, in the event that a fault with an item of tenant's equipment ie a faulty washing machine causes damage to the Landlord's property, it ensures that the costs to repair the Landlord's property can be covered.

In addition, we recommend that tenants take out personal injury insurance. For example, in the event you break a leg and need to employ temporary cover to manage the farm, the cost of that additional labour is covered.

# Visits

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## Routine Inspections

Dan and Claudia are happy to visit at any time to discuss any matters concerning your business plans, tenancy or anything else. Land Agents will aim to visit each holding once a year to carry out a routine farm buildings inspection to ensure there are no causes for concern.

## Formal monitoring visits

As a new entrant you will have two formal visits from the Senior Land Agent and the Chairman/ Members of the County Farms Estate Committee. The first one is at approximately 18 months and the second at 60 months. These more formal visits are simply a chance to monitor how you are getting on and how the business is developing. The Senior

Land Agent will then report back to the rest of the Committee at the next meeting. You will be assessed against the list of Tenant's competencies (Appendix 1). It is not expected that you are able to achieve all of these competencies initially but you are expected to be seen to be working towards achieving them throughout your tenancy term.

## Improvements

If you wish to make any improvements to the farm please discuss this with Dan or Claudia prior to beginning work. You will need landlord's consent for physical improvements. This makes sure that the improvements are carried out in a proper manner and gives you the right to be compensated for them at the end of tenancy if they add rental value to the holding. Under the 1995 Agricultural Tenancies Act, compensation for improvements is calculated on *"the amount equal to the increase attributable to the improvement in the value of the holding at the termination of the tenancy as land comprised in a tenancy."*

There is no right to compensation for fixtures, alterations you make or plant and equipment you provide without Landlord's consent.

The approved Landlord's consent policy is attached at Appendix 2.

Any improvements you make to the farm must be in accordance with current industry standards. For example any farm buildings erected on the holding must use CE marked structural steel and meet the British Standard for designing agricultural buildings.

# What is expected of you?

In order to excel on the Farms Estate, tenants need to be able to demonstrate they are striving to be the best in the business. Competition for tenancies in the private sector is fierce, therefore in order to stand out from the crowd we encourage tenants to promote themselves and their businesses as much as possible. This could be through entering awards or taking part in events like Devon County Council's Farmwise or hosting Open Farm Sunday.

Assisting the County Council in achieving its aims and objectives for the Estate is also important. Enabling the Landlord to make use of redundant buildings for small rural business lets or co-

operating with the Get Devon Buzzing campaign are just two examples of how you can play your part in maintaining a thriving and successful Devon County Farms Estate.



# Diversification

Whilst many of our tenants are striving to be the best, most efficient and effective dairy, beef or sheep farmers diversification can be an important part of a small starter farm business. Many of our tenants have diversified into B&B, livery, direct selling, added value processing like ice cream or more unusual enterprises like quail or asparagus.

Diversification ventures that can enhance the social and economic prosperity of the local area by providing local goods and services or by creating new local employment opportunities will be particularly welcomed.

Any future diversification scheme should be discussed between landlord and tenant before beginning the project. Diversification schemes will often involve making improvements to the farm

and it is important that these are discussed before the work begins so that both the landlord and the tenant can understand how that improvement will be treated at the end of the tenancy.

Some diversification may not add value to the holding and therefore it is important that you obtain agreement with the Landlord before you invest any money.

If you believe there are any buildings on the farm that are surplus to your requirements but might lend themselves to be small units for other rural businesses, please contact the Land Agents.



# Moving on/progressing to bigger holdings

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Throughout the course of your tenancy there will hopefully be a number of progression farms on the Estate available for you to look at and apply for. As soon as a progression farm becomes available you will be notified and invited to a viewing day. From time to time we will also send details of farms to let on other Estates if we think they may be of interest.

If you are successful in an application for an opportunity off the Estate please let us know as soon as possible. Normally you are required to give 12 months notice but the landlord may accept shorter notice if it helps you move on to a bigger

and better farm. Once you know that you are vacating the farm early, it is vital to get your agent in to put together a list of fixtures and fittings so that their value can be agreed prior to the end of tenancy.

The County Council can only offer you fixed term opportunities on the Estate so that the number of opportunities provided each year is maximised. It is imperative therefore that as soon as you feel you and your business are ready to move on to a bigger and better holding, you at least begin to look. The philosophy of the Estate is to provide a 'start' in the industry, not a career for life!





# Case study

## Rachel Leonard

Rachel Leonard took on New Gulliford Farm, Dawlish in autumn 2013 and moved her herd of South Devon cattle from short term lettings into the 91 acre livestock farm. Rachel is a first generation farmer with a passion for cows and the countryside. She spent no time at all getting to grips with the holding, the caravan site, and countryside stewardship scheme and very quickly outgrew the farm.

After less than 18 months on the holding Rachel was successful in securing a much larger tenancy at Northcott Barton Farm, Chulmleigh and she moved her business there in March 2015.

Rachel has thrived at the larger privately owned 190 acre livestock farm and went on to win Best Woman in Farming at the

Devon Farm Business Awards in May 2017.

Rachel runs Northcott Barton Farm single handedly as well as raising her daughter as a single parent. In addition the farm also has a holiday cottage which enables Rachel to pass on her infectious enthusiasm for her cows.



# Case study

## Sam and Nell Walker

Sam and Nell moved to North Ground Farm, Milton Abbot in March 2014. North Ground Farm is a 113 acre mixed livestock starter farm. Sam has managed the farm alongside his part-time lecturer role at Duchy College.

Sam and Nell have always welcomed visitors to the farm, through Open Farm Sunday, college students or young farmer groups. Sam has also been a valuable supporter of the Farmwise event regularly bringing livestock and explaining to children where their food comes from.

In 2017 they were successful in their application for Stantyway Farm on the Clinton Devon Estate.

Stantyway Farm comprises 264 acres on the coast in East Devon and has been let to Sam and Nell for 15 years.

Clinton Devon Estate were impressed with what Sam and Nell had achieved at North Ground and were excited with their plans and ambitions for Stantyway.



# Farmwise

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Farmwise was set up in 2012 as an event to help connect children to where their food comes from. The main event takes place each year in October at Westpoint Arena and hosts 1,600 children for the day. In addition a scaled down version also takes place for the three days of the Devon County Show in May.

Farmwise has now helped over 30,000 children to learn more about farming and food. The event would not be such a success without the volunteer

support from tenants on the Devon County Farms Estate.

Tenants who are interested taking part in a variety of roles at the events, from bringing livestock to stewarding zones and putting exhibits together.

We are always keen to welcome new tenants into the Farmwise team.



# Appendix 1

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## The level of expected tenant competence

The following criteria will be used as indicators of a Tenant's ability to manage his/her farm and business affairs, and thus to be considered for either a second seven year tenancy of the same starter holding, or a tenancy of a progression holding.

- Rent up to date.
- Production figures and financial trends not in decline (disregarding externalities and market forces beyond the control of a prudent Tenant).
- An appropriate level of working capital (subject to (ii) above).
- The farm is managed and maintained according to the rules of good husbandry and the terms of the tenancy agreement.
- The Tenant can demonstrate a firm knowledge and understanding of the issues affecting farming, particularly those which may impact upon his/her business.
- Evidence of on-going relevant training and development.
- Details of links or pursuits that the Tenant has established within the industry e.g. membership of organisations.
- A propensity to succeed.
- Evidence of investment on the holding to expand and develop the farm business and viability of the unit.
- Evidence of genuine intention and ability to progress and that all realistic opportunities to do so have been pursued.

- Demonstration of business acumen, innovation and ambition, possibly through:
  - pursuance of agri-environment schemes and implementation of whole farm plans
  - diversification by non-agricultural business use of part farm
  - added value products and/or organic farming
  - collaboration or co-operative ventures with other producers
  - educational access and use of farm
  - permissive Public access and demonstration of rural issues.

It should be noted that it is the overall assessment of the above which will be taken into account and not necessarily the need to fulfil each of the above matters in its entirety.

# Appendix 2

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## Statement relating to Landlord's consent for Tenant's improvements

**1.0** It is understood that banks and other lending institutions may be more inclined to lend Tenants money for capital investment needs if a robust and transparent Landlord's consent letter is provided, which clearly states the basis on which compensation will be paid and the likely level of compensation to be paid on the termination of tenancy.

**2.0** For the purpose of this exercise, it is assumed the scenario is most likely to relate to Tenants occupying farms on Farm Business Tenancies under the Agricultural Tenancies Act 1995 (The Act). It is therefore this legislative framework that is considered when proposing this strategy. There will be some differences that will need to be considered for Tenants occupying farms under the Agricultural Holdings Act 1986.

**3.0** If Landlord's consent is to be granted, the Landlord will need, in advance, a copy of:

1. Planning consent (if necessary).
2. Detailed drawings, specification etc.
3. Copies of at least three competitive quotes for works estimated to cost over £10,000.

In addition, and on completion of the works, the Landlord will require copies of:

4. Any warranties or guarantees from the supplier/manufacturer/contractor.
5. Receipted invoices for works carried out.
6. Evidence of any grant funding support that may have been obtained

7. Evidence of any tax allowance that may have been set against the cost of providing the improvement.

8. Copies of any other requisite statutory documentation i.e. WQE3 forms from the Environment Agency.

**4.0** Compensation provision:

**4.1** S.16 of The Act provides the right for Tenants to claim compensation for Tenant's improvements.

S.20 (1) of The Act sets the measure of compensation payable as 'the amount of compensation payable to the Tenant under S.16 of this Act in respect of any Tenant's improvement shall be an amount equal to the increase attributable to the improvement in the value of the holding at the termination of the tenancy as land comprised in the tenancy'.

*The Devon County Council Farms Estate Strategic Review March 2010*

**5.0** The Regulatory Reform (Agricultural Tenancies) (England and Wales) Order 2006

**5.1** The above Order adopted in October 2006, which followed the recommendations of the Tenancy Reform Industry Group (TRIG), resulted in a modification of S.20 of The Act enabling Landlord and Tenant to agree a cap on compensation which will be the lesser of:

- that calculated on the statutory basis of S.20(1)
- the 'compensation limit'.

**5.2** The parties are free to agree the amount of the 'compensation limit'. There is no bar on this being only a nominal figure although case law would suggest it should not be nil. If the parties cannot agree the amount, the limit is to be the amount

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equal to the cost to the Tenant of making the improvement.

Ordinarily the basis of compensation to be applied will be in accordance with S.20 (1) of The Act.

However, for any Tenant's improvements:

(a) with an anticipated compensatory liability at the end of tenancy greater than £10,000

(b) consisting of a bespoke, business specific nature not likely to be required by the average hypothetical incoming Tenant

(c) consisting of dairy or milk production plant and equipment, cubicle divisions etc proposed on a farm let under a mixed user clause although in the majority of cases, there will be a general presumption against granting Landlord's consent for such proposals.

**5.3** The managing agents are to seek the prior written approval of the Farms Estate Committee before granting Landlord's consent and, if consent is to be granted, the Committee is to set the compensation limit in accordance with S.20 (4B) of The Act.

**5.4** Subject to the above criteria, Landlord's consent will not be unreasonably withheld.

**5.5** Please note, this policy relates exclusively to physical improvements. It does not relate to routine improvements or intangible advantages such as planning consents under The Act.

# Appendix 3

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## **Immigration Act 2017**

Prospective tenants will be required to provide evidence to confirm or prove the County Council can let the residential unit or units to all or any intended occupiers and that no intended occupiers are disqualified by any immigration status from entering into the lease or remaining in occupation of the dwelling or dwellings for the entire term of the lease.

## **The money laundering, terrorist financing and transfer of funds (information on the payer) regulations 2017**

Prospective tenants will be required to provide all or any information required by the above regulations to satisfy the landlords and the landlord's agents customer due diligence checks necessitated by the above regulations.

## **Important notice**

This document has been produced by South West Norse Ltd for and on behalf of Devon County Council and is intended for the sole purpose of assisting new tenants at the start of their tenancy. The information contained in this document is intended to provide useful guidance and act as a reference point, but it is not a definitive statement applicable in all circumstances, nor does it represent a definitive statement or guide as to the law. Independent professional or legal advice should be sought as appropriate.

UPDATED: 25.10.19

# Appendix 4

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## **South West Norse Ltd General Data Protection Regulations - Privacy Notice – Prospective tenants**

### **Who is collecting and using your personal data?**

Devon County Council will act as a "data controller" for any personal data that you provide to us. South West Norse Ltd (Norse) will act as "data processors".

Both Devon County Council and Norse will ensure that the personal data you give us is processed in line with our organisation's Data Protection Policies and in line with your rights under the Data Protection Act 2017 and the EU General Data Protection Regulations.

Should you wish to find out more about Devon County Council's Data Protection Policies please contact the Authority's Data Protection Officer, Martin Lawrence -

Tel: 01392 383000,

Email: [accesstoinformation@devon.gov.uk](mailto:accesstoinformation@devon.gov.uk), or

website: <https://inside.devon.gov.uk/task/gdpr/contact-the-data-protection-officer/>)

# Appendix 4 continued

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## **Why are we collecting your personal data?**

The processing of your personal data is necessary to consider, review and determine your interest in and potential application for a Devon County Council Farm. By providing your personal data to Norse you are giving your consent to your personal data being processed for the reasons outlined in this privacy notice.

## **Who we will share your personal data with?**

We will not share your personal data outside of Devon County Council and Norse unless we are compelled to do so by law.

## **How long will we hold your personal data?**

Devon County Council will retain your personal data for only as long as is necessary, and in line with the Council's record retention schedule, (<https://new.devon.gov.uk/keepingdevonsdata/>).

## **Exercising your rights**

Under the Data Protection Act 2017 and the EU General Data Protection Regulations you have the following rights;

- The right of access to your own personal data
- The right to request rectification or deletion of your personal data
- The right to object to the processing of your personal data
- The right to request a copy of the information you provide us in machine readable format

The right to withdraw your consent to any processing that is solely reliant upon your consent

Should you wish to exercise any of your rights, you should contact the Data Protection Officer.

## **Your right to complain**

Should you wish to complain about the way that your personal data has been handled by Devon County Council, you should write to the Data Protection Officer and clearly outline your case. Your complaint will then be investigated in accordance with the Council's Customer Feedback Procedure. If you remain dissatisfied with the way your personal data has been handled, you may refer the matter to the Information Commissioner's Office whose contact details are below.

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)