

FARM TO LET

ON BEHALF OF DEVON COUNTY COUNCIL

Southacott Farm Mariansleigh

60.45 hectares (149.37 acres)

Primarily Mixed Agricultural Use Holding

agency and estates management:

- property agency
- planning consultancy
- land surveying
- rating and valuation
- estate management
- compulsory purchase
- rural management



Contact: **Dan Meek**

Tel. **01392 351066**

E-mail: **dan.meek@norsegroup.co.uk**

- partnerships and joint ventures • integrated design services • surveying and maintenance
- management and consultancy • agency and estates management

South West Norse Ltd, Venture House, One Capital Court, Bittern Road, Sowton Industrial Estate,
Exeter, EX2 7FW

www.norsegroup.co.uk

Southacott Farm

Meshaw

South Molton

Devon

EX36 4NR

introduction

All visitors must register their attendance with the Land Agent immediately on arrival.

Please note that Southacott is a working farm. The County Council considers Southacott to be a safe farm environment although visitors may be exposed to potential Health and Safety hazards concurrent with a working farm environment. Prospective tenants are advised to take reasonable care when viewing the farm and all accompanying children must be kept under close supervision.

Strictly no smoking on the farm.

In the unlikely event of a fire, all visitors must move immediately to the muster point marked FP on the map attached to these particulars and make themselves known to the Land Agents.

All visitors will be asked to comply with any Health and Safety or Biosecurity requirements that may be in place on the farm.

directions

Proceed north on the A361 (north devon link road) from Tiverton towards South Molton turn left off the main road at the Knowestone/Rose Ash junction adjacent to the two parking areas/cafes. Continue along this road until reaching a cross roads whereupon you will go straight over towards Rose Ash. Once in the village of Rose Ash, there is a small four cross-ways which again you need to go straight over down a narrow lane. Proceed along this lane over the first crossroads and fork left at the next road junction. After approximately three-quarters of a mile you will arrive at another crossroads, turn left and Southacott Farm can be found a few hundred yards on the left hand side.

For those using Satellite Navigation systems the postcode of the property is EX36 4NR.

What 3 Words: inviting.blindfold.begin

The farm will **not** be signposted on the viewing day.

contact: Dan Meek

email: dan.meek@norsegroup.co.uk

tel: 01392 351066

description

Southacott Farm, Mariansleigh totals 149.37 acres (60.45 hectares) or thereabouts.

Southacott Farm will be let as a primarily mixed agricultural use holding.

The farm is within a Nitrate Vulnerable Zone.

Currently the farm is not under Tb restriction.

The farm is not in an agri-environment scheme.

Under the Agricultural Land Classification (England) the land at Southacott is made up of mostly Grade 3 and Grade 4 land, and specifically 'Freely Draining Slightly Acid Loamy Soils', (MagicMaps).

local information

There is a primary school in Bishops Nympton and a secondary school in South Molton.

farmhouse

The farmhouse consists of a two storey property of rendered brick construction under a manufactured tile roof.

The house has recently been refurbished and improved by the landlord and provides the following accommodation:

Ground Floor

Porch (tenants)

Hallway

Downstairs shower room

Kitchen

Sitting room

First Floor

Bedroom 1

Bedroom 2

Bedroom 3

Bathroom

Outside

Garden surrounding the farmhouse with parking

services

Council Tax: The dwelling falls into Council Tax Band "D". The tax is payable to North Devon District Council and this year (2023/2024) the amount is £2,315.

Drainage: The dwelling has a sewage treatment plant drainage system.

Water: There are two metered water supplies serving the farm with rates payable to South West Water.

Mains water should be connected to the farmhouse and buildings.

Borehole: There is a borehole water supply serving most fields. No guarantees can be given as to the quantity or quality of the borehole water. The water is understood to be high in iron and manganese. The incoming tenant will be obliged to install at least an iron and manganese filter in the system.

Electricity: Single phase supply only

Oil: serving the landlords hot water and heating system

Broadband: Airband, and potentially other providers, provide broadband in the area.

The tenant is responsible for paying for all service charges, rates, taxes or licence fees etc.

energy performance certificate

Score	Energy rating	Current	Potential
92+	A		92 A
81-91	B		
69-80	C		
55-68	D	57 D	
39-54	E		
21-38	F		
1-20	G		

farm buildings

(see also accompanying plan)

All of the buildings are close to the farmhouse and comprise:-

A	Farmhouse (tenants porch)
B	Kennels (tenants)
C	Former Parlour (redundant)
D	Store
E	Pumphouse
F	Dairy
G	Former Herringbone parlour (redundant plant & equipment)
H	Part covered collecting yard
I	20 tonne EB cake silo (tenants)
J	Collecting/feed yard
K	Former silage clamp
L	Slurry lagoon
M	Dirty water tanks
N	Cubicle shed (36 cubicles)
P	Loose boxes/stables (redundant)
S	General Purpose building (132 cubicles & redundant out of parlour feeder)
T	Borehole (tenants pump)
U	Borehole Plant Shed (tenants)
V	18 tonne cake bin (tenants)
W	Redundant silage clamp (tenants)
X	General Purpose Shed
Y	Machinery Shed (tenants)

redundant buildings

C	Former Parlour (redundant)
P	Loose Boxes/stables (redundant)

This means that the tenant may maintain and make general use of these buildings/equipment with the exception of accessing/using any loft floors. If any of the buildings/equipment referred to above become unsafe or an unreasonable eyesore then the landlord reserves the right to demolish them without any compensation or reduction in the rent to the tenant. The redundant buildings are not considered when the rent for the holding is assessed.

Any improvements, repairs and maintenance or fixtures installed in or on redundant buildings will not be considered eligible for compensation at end of tenancy.

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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land schedule

Field No.	Description	Ha	Ac
Pt 4623	Arable	4.01	9.92
5730	Arable	1.86	4.59
6415	Arable	1.85	4.58
Pt 7400	Permanent Pasture	1.61	3.98
6203	Yard & Buildings	0.26	0.64
5806	Yard & Buildings	0.46	1.13
6200	Permanent Pasture	0.77	1.92
5387	Arable	3.01	7.45
Pt 5200	Permanent Pasture	0.77	1.91
Pt 5200	House & Buildings	0.09	0.23
4500} one enclosure	Permanent Pasture	1.32	3.27
4500}	Permanent Pasture	0.01	0.03
3789	Arable	2.16	5.33
3100} one enclosure	Arable	2.29	5.67
3100}	Arable	0.33	0.81
1600} one enclosure	Arable	0.06	0.16
1600}	Arable	1.91	4.71
9717	Arable	1.73	4.28
1119	Arable	2.39	5.92
Pt 2820	Arable	3.29	8.14
0006} one enclosure	Arable	2.10	5.18
0006}	Arable	1.07	2.64
1608	Permanent Pasture	0.71	1.76
1809	Permanent Pasture	0.07	0.18
8443	Arable	1.60	3.95
6937	Arable	2.87	7.09
Pt 0030	Lane	0.10	0.24
7725	Permanent Pasture	1.98	4.89
Pt 8618	Permanent Pasture	1.48	3.67
8307	Permanent Pasture	0.51	1.25
8800	Wood	0.29	0.72
8800	Permanent Pasture	1.34	3.32
0008	Wood	0.43	1.06
Pt 0012	Permanent Pasture	1.20	2.97
Pt 0024	Permanent Pasture	1.23	3.06
0030	Permanent Pasture	0.57	1.40
1022	Arable	1.92	4.76
1722	Arable	0.49	1.20
2048	Arable	1.80	4.45
2654	Permanent Pasture	1.82	4.51
4061	Permanent Pasture	2.56	6.33
0050} one enclosure	Permanent Pasture	1.22	3.01
1142}	Arable	1.49	3.68
Pt 0034	Permanent Pasture	0.59	1.45
Pt 2235	Permanent Pasture	0.82	1.26
TOTAL		60.45	149.37

cropping

A cropping licence has been let on part of the farm (NG 9717, 1119, Pt 2820, Pt 4623, 5730, 6415, 4500, Pt 5200, Pt 6200, 5387, 2048, 2654, and 4061) for maize growing until 29 September 2024. If the maize is not harvested by that date, the licence may need extending slightly and the incoming tenant will need to accommodate the licensee. The fields will be left as maize stubble.

Some maize may be available to purchase by separate negotiation.

soil analysis

The incoming tenant will be required to procure the services of a qualified agronomist or other suitably competent consultant to take appropriate soil analysis tests of all fields. The soil analysis to test for at least:

(a) pH
(b) the following macronutrients:
(N) | (P) | (K) | (Ca) | (Mg) | (S)
(c) the following micronutrients:
(Fe) | (Cu) | (Mn) | (Zn) | (Mo) | (B)
(d) Other elements:
(Na) | (Si) | (Co) | (I) | (Se) | (Ni)

The incoming tenant will be required to provide the County Council with a copy of the soil analysis within one month of entering the holding. The analysis will be used to sense check any of the current outgoing tenants claims for 'routine improvements' and as a benchmark for good husbandry of the holding during the term of the tenancy and again to sense check any outgoing tenants claims for 'routine improvements' claims made at end of tenancy.

The incoming tenant will also be required to obtain Soil Organic Matter (SOM) analysis for each field and provide the County Council with a copy of the analysis.

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tenant's fixtures, fittings & improvements

The County Council is hoping to negotiate an upfront valuation of the outgoing tenant's fixtures, fittings and improvements to be left on the holding at the end of the tenancy. Some of those items will be taken over by the incoming tenant for a non-negotiable sum of money subject to those items being found on the holding and subject to the following condition scores as indicated on the list:

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.

Please note that neither the valuers, letting agents nor landlord can provide any guarantee any items on the upfront valuation list will be present on the farm at the commencement of tenancy or in the assumed condition used for assessing the itemised values. All responsibility will be on the incoming tenant to inspect and satisfy for themselves that the items they are being obliged to take over work and/or is in the condition used to agree the value of each item.

A list of the items the tenant will be expected to take over will hopefully be available at the viewing day.

tenant right matters

A full tenant right and dilapidation valuation has taken place at the end of the last full tenancy. The incoming tenant will pay the outgoing tenant any sum awarded for tenant right matters. If dilapidations to the holding exceeds £1,000 the County Council reserves the right to hold any sum in excess of that figure received from the outgoing tenant and to make payment to the new tenant as and when those dilapidations are rectified.

Please note that the incoming tenant must allow for the costs, yet to be determined, of taking over 'routine' improvements such as; tenants back fencing, tenants pastures (grass leys in field's scheduled arable), lime applied, residual fertility etc.

There will be no forage, feedstuffs, stores or consumables left on the holding at 29 September 2024.

Please refer to the "Basic guide to becoming a Devon County Council Farm Tenant" for further details.

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

The County Council has appointed an independent and experienced rural surveyor to negotiate all end of tenancy heads of claims with the previous outgoing tenant. The incoming tenant will be required to accept the settlement reached by the independent surveyor and will be required to either pay the outgoing tenant direct or reimburse the landlord for all the fixtures, fittings, improvements, and routine improvements the incoming tenant will be required to take over.

The incoming tenant has the right to appoint their own surveyor to represent them and protect their interests when taking on the tenancy but the tenants surveyor will not be party to the negotiations between the landlord and the outgoing tenant.

The incoming tenant does however have the option to jointly appoint the independent surveyor already appointed by the landlord.

rights of way, easements & wayleaves

The holding is affected by various easements and wayleaves. All payments are reserved to the County Council.

The County Council and its tenants benefit from a right of way over the land coloured brown on the attached plan.

The land is not affected by any footpaths as far as we are aware.

No part of the property is included within the area mapped by the Countryside Agency for open public access under the Countryside and Rights of Way Act 2000.

The landlord reserves the right to create any new linear permissive or prescriptive public access across the holding at any point during the tenancy if deemed appropriate by the Council's Public Rights of Way department.

The landlord has taken back in hand existing woodland and some steep and rough land adjacent to existing woodland which has recently been planted to trees. The landlord reserves rights of access over the holding to access these blocks of woodland/tree planting areas for future maintenance and management purposes.

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future improvements to the holding

It is stressed that the County Council has no plans to carry out any new building work or improvements to the land or buildings beyond its repair and maintenance liabilities. The offer of rent must therefore be based entirely on the circumstances of the holding as it presently stands.

Consideration may be given to a landlord's capital contribution towards diversification schemes that may help deliver the County Council's rural regeneration objectives by perhaps generating rural employment, or creating rural infrastructure to support new rural products and/or services.

tenancy agreement

The successful applicant will be required to sign the County Council's standard form of Farm Business Tenancy Agreement prior to taking entry. A copy of which will be available for inspection on demand from the Land Agents at all reasonable times by appointment.

The rent will be payable by ten equal instalments based on a monthly direct debit with the first instalment due on or around 25 June each year.

maintenance responsibility

Appendix 1 of these letting particulars is a copy of the second schedule of the Council's standard form of Farm Business Tenancy agreement which indicates the maintenance and repairing obligations of both the landlord and the tenant.

It is important that prospective tenants read and understand the schedule to ensure they fully appreciate what repair, maintenance and replacement costs and liabilities they will be taking on.

environmental, conservation & diversification awareness

As part of their application for the holding, prospective tenants may wish to demonstrate some awareness and commitment to the Rural Development Programme for The County Council's Cabinet adopted a motion stating the many benefits that trees and woodland can bring communities. The motion went further to agree to explore opportunities to increase tree planting on Devon County Council owned land. The County Farms Estate is an obvious asset where some sympathetic tree planting could take place without impacting on individual farm productivity and viability. Applicants are encouraged to consider what parts of Southacott Farm, such as tight field corners or particular steep headlands might be more suited to a small native tree

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planting scheme or schemes. Applicants are encouraged to consider any proposals eligibility for funding under the woodland creation options of a Countryside Stewardship Scheme.

Devon County Council is a key stakeholder in the 'Get Devon Buzzing' Campaign which aims to promote positive actions to conserve the all important pollinators such as bees, wasps, hoverflies and butterflies. As part of their business plans, prospective tenants may wish to identify some measures that can improve or conserve habitats required to support pollinators.

Climate Change

Devon County Council has declared a climate emergency and aims to decarbonise Devon by 2050 at the latest.

Farmland and agricultural operations can form a key role in helping Devon achieve its net zero carbon target through adopting less carbon emitting practices and increasing the level of carbon sequestration in natural assets such as soils.

As part of their business plan for the holding, prospective tenants may wish to demonstrate some awareness and commitment to achieving net zero farming practices.

The County Council reserves the right to plant trees on any part of the holding at any time during the term of the tenancy. If trees are planted on any part of the holding the area of planting will be calculated and the rent reduced by agreement on a prorata basis following the completion of the planting.

health & safety

The successful applicant will be obliged to carry out and implement a Farm Health and Safety Policy and Action Plan within the first six months of the tenancy.

The successful tenant will be obliged to carry out and implement a Farm Fire Safety Policy and Action Plan within the first six months of the tenancy.

terms of letting

Southacott Farm is to be let from 29th September 2024 or as soon as practically possible thereafter (subject to availability) for an initial term expiring 25th March 2031.

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letting policy for starter farms

Starter farms will be let on an initial term of up to seven years to new entrants from the open market. This length of term may be extended at any time during the continuation of the tenancy provided a sound business case for an extension can be made.

Most new entrants will be expected to take every opportunity to progress to a larger farm, either within the Estate or within the private sector, as a tenant, joint venture partner or owner occupier. Often, however, the highly competitive progression opportunities will not arise. In those circumstances, and provided the tenant has otherwise proved his/her suitability for eventual progression, then they will be offered a further fixed term seven year tenancy of their present farm.

During that second term tenancy it will be stressed upon the tenant the importance of progressing to another holding since it will not be the general policy of the Authority to willingly grant a further, third, tenancy on the same farm, although specific individual circumstances may justify such a policy.

For some specialist and highly-intensive rural businesses however, it may be possible to demonstrate sufficient growth and expansion potential on the same holding for a period of years beyond the initial tenancy term offered. In some instances, therefore, it may not be necessary to move holdings in order to 'progress' within the Estate and it may be possible after perhaps a modest extension of time on a starter farm to progress directly into the private sector.

The successful applicant will participate in on-going assessment and monitoring. This will involve periodic visits from Members of the Committee and a Land Agent and will provide the basis for a Test of Competence (see Appendix 2) with respect to offering the tenant a further tenancy.

the agricultural landlord and tenant code of practice

The County Council has endorsed the code of practice and will make best endeavours to adhere to the spirit of the code when dealing with tenants. The landlord expects all of its tenants to also adhere to the spirit of the code when dealing with the landlord.

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

viewing

Applicants are responsible for familiarising themselves with the holding and these particulars and should attend the viewing day at the holding at **10:30am prompt on 8th July 2024**.

Representatives of the County Council will be available on the viewing day to answer any questions. The farm dwelling will be available for inspection on the Viewing Day.

applications

Applications are invited on the forms which will be available on the viewing day accompanied by comprehensive business plans and a minimum of 2 years cash flows and budgets. Applications should reach the Principal Land Agent, South West Norse Ltd, Venture House, Capital Court, Bittern Road, Sowton Industrial Estate, Exeter, EX2 7FW not later than **noon on 1st August 2024**.

All personal details requested on the application form should be furnished at that time.

All applications must be delivered by hand or post in a plain envelope marked "Southacott Farm, Mariansleigh".

Emailed applications will not be accepted.

A short list of prospective tenants will be interviewed by the Council's Farms Estate Committee on **8th August 2024**.

The County Council will fix the rent in accordance with the Agricultural Tenancies Act 1995 and does not bind itself to accept the highest or any offer.

Prospective tenants should note that canvassing County Council members and employees could render their application invalid.

These particulars are believed to be correct but neither South West Norse Ltd nor the County Council accept any liability for any errors or omissions.

the general data protection regulations - privacy notice

Attached at Appendix 3 is a copy of the Privacy Notice issued to all prospective tenants for and on behalf of Devon County Council and South West Norse Ltd.

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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 landlord's and the landlord's agents customer due diligence checks necessitated by the above regulations.

further information

For further information, a basic guide to being a Devon County Council tenant is available on request.

important notice

South West Norse Ltd on behalf of Devon County Council gives notice that:-

1. These particulars are produced in good faith, are set out as a general guide only and do not constitute any offer or part of any offer or contract.
2. All descriptions, dimensions, references to condition and the necessary permission for use and occupation, and other details are given without responsibility and any intending tenderers must satisfy themselves by inspecting or otherwise as to the correctness. Services and any appliances, plant and equipment referred to, have not been tested and cannot be verified as being in working order.
3. No person representing South West Norse Ltd has any authority to make or to give any representation or warranty whatsoever in relation to this property.
4. In producing these particulars, information may have been provided by the outgoing tenant and is used in good faith. Neither South West Norse Ltd or its client, Devon County Council will be held responsible for any errors or omissions

Particulars updated 17.06.2024

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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Appendix 1 THE SECOND SCHEDULE

THE MAINTENANCE, REPAIR AND INSURANCE OF THE FIXED EQUIPMENT OF THE HOLDING (INCLUDING REDUNDANT ITEMS)

Part 1. Rights and Liabilities of the Landlord

1. (1) To execute all repairs and replacement to the under-mentioned parts of the farmhouse, cottages and farm buildings, namely: chimney stacks, chimney pots, main structural walls and exterior walls, howsoever constructed, including structural frames and cladding (together with any interior repair or decoration made necessary as a result of structural defect to such walls) floors, floor joists, ceiling joists and timbers, exterior and interior staircases and fixed ladders (including banisters or handrails) of the farmhouse and cottages, and doors, windows and skylights, and their frames and sills (but excepting glazing, glass substitutes, sashcords, locks and fastenings): provided that in the case of repairs and replacements to floorboards, interior staircases and fixed ladders (including banisters or handrails), doors and windows and opening skylights (including frames), the Landlord may recover one-half of the reasonable cost thereof from the Tenant.
- (2) To execute all repairs and replacements to:
 - (a) Oil or gas fired space heating and water heating boilers, associated radiators, gas or oil tanks, bunds and stands, oil supply pipework but excepting hot water and heating system circulation pipework
 - (b) Roof mounted photovoltaic panels and associated electrical installations connected thereto.
 - (c) Mechanical ventilation , extraction, and air conditioning systems in the farmhouse
 - (d) Sewage disposal systems, including septic tanks, treatment plants, filtering media and cesspools and associated soakaway systems (but excepting covers and tops).
 - (e) Slurry, silage and farm effluent storage and handling systems but excepting pumps, stirrers, jetters, sluice valves, take off points, couplings or hoses.
 - (f) The electrical supply systems including the consumer board, sockets, switches, light fittings (but excepting bulbs) and similar fixed electrical furniture;
 - (g) Radon pumps; and
 - (h) Fire and carbon monoxide detectors and alarms
- (3) To execute all replacements to underground water supply pipes, wells, boreholes and reservoirs and all underground installations connected therewith which have worn out or otherwise become incapable of further repair unless the Tenant is himself liable to replace it under paragraph 4.1 or 5.
- (4) where tests and inspections of fixed equipment on the holding, including electrical oil and gas systems and fittings so far as they are fixed equipment, are required by statute or regulation the Landlord shall:
 - (a) be responsible for arranging all such tests and inspections except for those of tenants improvements or tenants fixed equipment
 - (b) make the written inspection report available to the Tenant if the Tenant asks to see them
 - (c) undertake such resulting works of repair and replacement as are necessary for compliance with statute or other regulation which are the Landlords responsibilities under the tenancy agreement

2. (1) (a) To keep the farmhouse, cottages and farm buildings insured to their full value against loss or damage by fire; and
(b) save where any such damage occurs as a result of a willful act or negligency on the part of the Tenant as often as the farmhouse, cottages and farm buildings or any, or any part, of them shall be destroyed or damaged by fire, to execute all works of repair or replacement thereto necessary to make good damage by fire and to cause all money received in respect of such destruction or damage by virtue of such insurance to be laid out in the execution of such works.

(2) The proviso to paragraph 1(1) shall not apply to works falling within sub-paragraph (1)(b) of this paragraph.
3. (1) The Landlord shall be under no liability-

(a) to execute repairs or replacements or to insure buildings or fixtures which are the property of the Tenant including buildings or fixtures erected or provided by the Tenant during their tenancy, or
(b) subject to paragraph 2(1)(b), to execute repairs or replacements rendered necessary by the wilful act or the negligence of the Tenant or any members of his household or his employees contractors and licensees or any person permitted to be on the Holding at the invitation of the Tenant.

(2) The Landlord may serve written notice on the Tenant specifying works for which the Tenant is liable whereupon the Tenant is to execute all repairs works or replacements required and if the Tenant does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacement the Landlord or any person authorized by them may enter upon the Holding and execute such repairs works or replacement and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Landlord to the date of payment by the Tenant shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

(3) (a) If the Tenant wishes to contest his liability to execute any repairs or replacements specified in a notice served upon him by the landlord under the last foregoing sub-paragraph he shall within one month serve a counter-notice in writing upon the Landlord specifying the grounds on which and the items of repair or replacement in respect of which he denies liability and requiring the question of liability in respect thereof to be determined in accordance with the provisions of Clause 8 of this Lease.
(b) Upon service of the counter-notice on the Landlord, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the question of liability in respect of those items has been determined.

Part II. Rights and Liabilities of the Tenant

Except in so far as such liabilities fall to be undertaken by the Landlord under Part I hereof:

4. (1) To execute all repairs and replacements and to put, keep and leave clean and in good tenantable repair, order and condition:

(a) the farmhouse, cottages and farm buildings together with all roofs, roof valleys, barge boards, fascias and soffits, eaves guttering and downpipes, exterior and interior stair cases

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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- and fixed ladders (including bannisters and hand rails) to the buildings, and roof insulation;
 - (b) Door, window and skylight furniture including sashcords, hinges, locks and fastenings, glass (single and double glazed) and glass substitute except for glass or glass substitute which requires repair or replacement as a consequence of the condition of the door, window, skylight or their frames;
 - (c) all fixtures and fittings, fireplaces, firebricks, firebacks, ranges, grates, woodburners, rayburns, register plates, flue liners and cowels;
 - (d) kitchen units, draws, doors, worktops, sinks and appliances;
 - (e) drains, sewers, gulleys, grease-traps, manholes and inspection chambers;
 - (f) water supply systems and fittings in so far as they are situated above ground, including pumping equipment, hydraulic rams (whether situated above or below ground) pipes, tanks, filtration systems, pressure vessels, cisterns, storage vessels and drinking troughs;
 - (g) hot water and heating system circulation pipework;
 - (h) sanitary fittings including toilets, sinks, baths, showers, shower trays enclosures and screens;
 - (i) slurry, silage and farm effluent storage and handling pumps, stirrers, jetters, sluice valves, take off points, couplings or hoses;
 - (j) all underground water supply pipes, wells, boreholes and reservoirs and all underground installations connected therewith from time to time as the damage occurs, but so that the cost shall not exceed £2000 in any one year of the Lease;
 - (k) removable covers to any manhole, inspection chamber, sewage disposal system, slurry, silage, dirty water or other effluent system;
 - (l) walls and fences of open and covered yards and garden walls, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches;
 - (m) roads and yards in and upon the Holding, or which during the Lease may be erected or provided thereon;
- (2) To keep clean and in good working order all roof valleys, eaves-guttering and downpipes, wells, septic tanks, cesspools and sewage disposal systems, slurry, silage and dirty water and effluent systems, and clean water disposal systems.
- (3) To use carefully so as to protect from wilful, reckless or negligent damage all items for the repair or replacement of which the Landlord is responsible under paragraph 1; and to report in writing immediately to the Landlord any damage, however caused, to items for the repair or replacement of which the Landlord is responsible.

5. Subject to paragraph 2(1)(b)-

- (1) to replace or repair and, upon replacement or repair, adequately to paint, gas-tar, creosote or otherwise treat with effective preservative material as may be proper, all items of fixed equipment, and to do any work, where such replacement or repair work is rendered necessary by the wilful act or negligence of the Tenant or any members of his household or his employees, contractors, licensees or any person permitted to be on the Holding at the invitation of the Tenant; and
- (2) to replace anything mentioned in paragraph 5(1) which has worn out or otherwise become incapable of repair if its condition has been brought about by or is substantially due to the Tenant's failure to repair it.

6. (1) In the year xxxx and thereafter as often as may be necessary in order to prevent deterioration, and in any case at intervals of not more than five years, properly to paint with at least two coats of a suitable quality or properly and adequately to gas-tar, creosote or otherwise effectively treat with a

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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preservative material all outside wood and ironwork of the farmhouse, cottages and farm buildings, the previously painted render of the farmhouse and cottages, the inside wood and ironwork of all external outward opening doors and windows, and the interior structural steelwork of open-sided farm buildings which have been previously painted, gas-tarred, creosoted or otherwise treated with preservative material or which is necessary in order to prevent deterioration of the same so to paint, gas-tar, creosote or treat with preservative material:

- (2) In the last foregoing sub-paragraph 'open-sided' means having the whole or the greater part of at least one side or end permanently open, apart from roof supports, if any.
7. In the year xxxx and thereafter as often as may be necessary, and in any case at intervals of not more than seven years, properly to clean, colour, whiten, paper, paint, limewash or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors and windows of the farmhouse and cottages, which have been previously so treated and in the last year of the Lease to limewash the inside of all buildings which previously have been limewashed.
8. To cut, trim or lay a proper proportion of the hedges in each year of the Lease so as to maintain them in good and sound condition.
9. To dig out, scour and cleanse all ponds, watercourses, ditches and grips as may be necessary to maintain them at sufficient width and depth, and to keep clear from obstruction all field drains and their outlets.
10. (1) If the last year of the Lease is not a year in which such cleaning, colouring, whitening, papering, painting, limewashing or other treatment as is mentioned in paragraph 7 is due to be carried out, the Tenant shall pay to the Landlord at the end of such last year either the estimated reasonable cost thereof or a sum equal to the aggregate of one-seventh part of that cost in respect of each year that has elapsed since last cleaning, colouring, whitening, papering, painting, limewashing or other treatment as aforesaid, was completed, whichever is the less.
- (2) If the last year of the Lease is not a year in which the Tenant is liable, under paragraph 6, to paint, gas-tar, creosote or otherwise treat the doors, windows, eaves-guttering and downpipes of buildings or the previously painted render of the farmhouse or cottages, the Tenant shall pay to the Landlord at the end of such last year either the estimated reasonable cost thereof or a sum equal to the aggregate of one-fifth part of that cost in respect of each year that has elapsed since such last painting, gas-tarring, creosoting or other treatment as aforesaid, was completed, whichever is the less.
- (3) In the assessment of any compensation payable by the Tenant on the termination of the Lease in respect of dilapidation, any accrued liability under the two preceding sub-paragraphs shall be taken into account.
11. (1) The Tenant may serve written notice on the Landlord specifying works for which the Landlord is liable whereupon the Landlord is to execute all repairs works or replacements required and if the Landlord does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements (save where the Landlord is prevented from carrying out the works by the Tenant) the Tenant or any person authorised by them may execute such repairs works or replacements and the cost thereof with interest payable at the Prescribed Rate from the date of expenditure by the Tenant to the date of payment by the Landlord shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by action;

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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provided that the Tenant shall not be entitled to recover, in respect of the aggregate of the repairs works or replacements so executed by him in any year of the Lease any sum in excess of whichever is the smaller of the following two sums, that is to say, a sum equal to the Rent of the Holding for that year or £2000.

- (2) (a) If the Landlord wishes to contest its liability to execute any repairs or replacements specified in a notice served upon it by the tenant under the two foregoing sub-paragraphs, it shall within one month of the service of that notice serve a counter-notice in writing upon the Tenant specifying the grounds on which and the items of repair or replacement in respect of which it denies liability and requiring the question of liability in respect thereof to be determined in accordance with the provisions of Clause 8 of this Lease.
- (b) Upon service of a counter-notice on the Tenant, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the question of liability in respect of those items has been determined.

Part III. Obsolete and Redundant Buildings and Fixed Equipment

12. Nothing contained in Part I or Part II hereof shall create any liability on the part of either Landlord or Tenant:

- (1) to maintain, repair, replace or insure the following buildings and other items of fixed equipment which the Landlord and the Tenant agree in writing to be obsolete or redundant or unnecessary for the proper farming of the Holding or which in the event of any dispute between them as to whether it is, or before the same was damaged or destroyed by fire was, redundant to the farming of the Holding, shall be decided to be so by an independent expert or awarded to be so by an arbitrator as mentioned in paragraph 12 hereto:-

Schedule of obsolete and redundant buildings and fixed equipment

- (2) to execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or the blocking of outfalls which are not under control of either the Landlord or the Tenant.

13. (1) If at any time and from time to time either the Landlord or the Tenant shall be of the opinion that any item of fixed equipment is, or before the same was damaged or destroyed by an Insured Risk was, redundant to the farming of the Holding, they may, by giving notice in writing to the other of them, require that the question whether such item of fixed equipment is, or before such damage or destruction was, so redundant shall be determined by agreement between them or, in default of such agreement, in accordance with Clause 8 of this Lease, and that as from the date of any such agreement decision or award that the said item is, or before such damage or destruction by fire was, redundant to the farming of the Holding, paragraph 13(1) hereof shall then apply to that item and it shall be included in the Schedule of redundant buildings and fixed equipment given in paragraph 12(1) hereof and both the Landlord and the Tenant shall be relieved from all liability in respect of any antecedent breach of any obligation to maintain, repair or replace the item so agreed decided or awarded to be redundant and the Landlord shall be entitled to demolish and/or remove such item and to enter upon the Holding at any time for those purposes.

- (2) In any reference to an expert or arbitrator to which sub-paragraph (1) of this paragraph applies, no

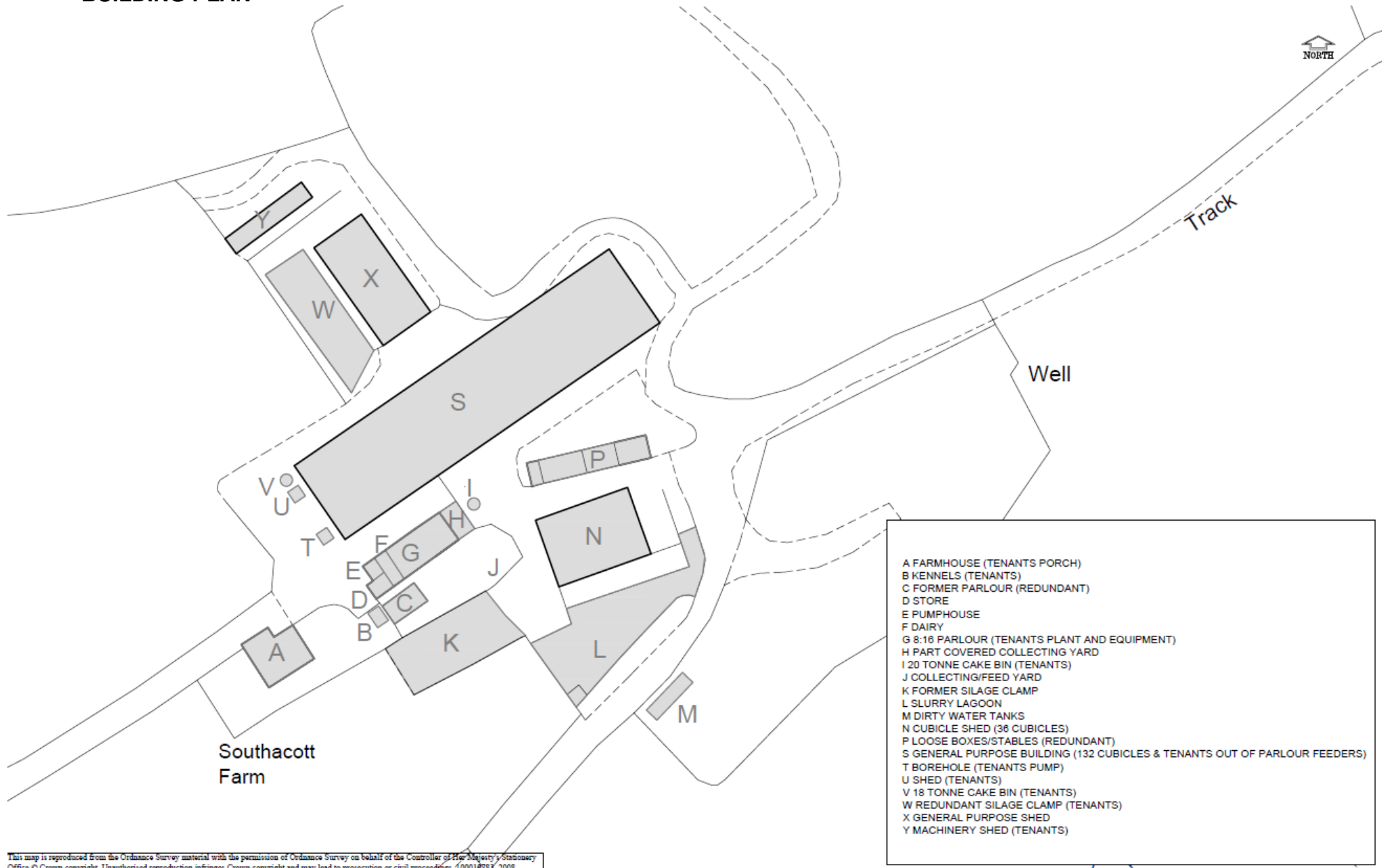
contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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item of fixed equipment shall be determined to be, or to have been before damage or destruction by fire, as the case may be, redundant to the farming of the Holding, unless the expert or arbitrator shall be satisfied that the repair or replacement of such item is or, as the case may be, was, not reasonably required having regard to-

- (a) the Landlord's responsibilities to manage the Holding in accordance with the rules of good estate management; and
- (b) the period for which the Holding may reasonably be expected to remain a separate Holding; and
- (c) the character and situation of the Holding and the average requirements of a Tenant reasonably skilled in husbandry.

BUILDING PLAN



- A FARMHOUSE (TENANTS PORCH)
- B KENNELS (TENANTS)
- C FORMER PARLOUR (REDUNDANT)
- D STORE
- E PUMPHOUSE
- F DAIRY
- G 8:18 PARLOUR (TENANTS PLANT AND EQUIPMENT)
- H PART COVERED COLLECTING YARD
- I 20 TONNE CAKE BIN (TENANTS)
- J COLLECTING/FEED YARD
- K FORMER SILAGE CLAMP
- L SLURRY LAGOON
- M DIRTY WATER TANKS
- N CUBICLE SHED (36 CUBICLES)
- P LOOSE BOXES/STABLES (REDUNDANT)
- S GENERAL PURPOSE BUILDING (132 CUBICLES & TENANTS OUT OF PARLOUR FEEDERS)
- T BOREHOLE (TENANTS PUMP)
- U SHED (TENANTS)
- V 18 TONNE CAKE BIN (TENANTS)
- W REDUNDANT SILAGE CLAMP (TENANTS)
- X GENERAL PURPOSE SHED
- Y MACHINERY SHED (TENANTS)

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Devon County Council
 County Hall,
 Topsham Road,
 Exeter,
 EX2 4QG
 01392 384392

SOUTH WEST horse
 South West Horse
 Venture House 1 Capital Court, Bardon Industrial Estate, Bardon, Devon, EX2 7PW
 Tel: 01392 81038, Email: info@swhorse.co.uk, web@swhorse.co.uk

B.I.S. No. 0125	DCSF No.	Name SOUTHACOTT FARM	Drawn by CP
Address MARIANSLEIGH MESHAW SOUTH MOLTON DEVON		Tel: 01789 550415	Date Jul 21
EX36 4NR		Scale NTS	Sheet OS 1 of 1

SOUTH WEST NORSE 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 will act as “data processors”.

Both Devon County Council and South West 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 our Data Protection Officer, Martin Lawrence, (Tel: 01392 383000, Email: accesstoinformation@devon.gov.uk or, Website: <https://inside.devon.gov.uk/task/gdpr/contact-the-data-protection-officer/>).

Why are we collecting your personal data?

The processing of your personal data is necessary to evaluate your tenancy application and to communicate the outcome of this with you. By providing your personal data to South West 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 South West 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

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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TENANCY APPLICATION FORM



COUNTY FARMS ESTATE
TENANCY APPLICATION FORM
FOR

SOUTHACOTT FARM, MARIANSLEIGH

(Please answer ALL the questions)

PERSONAL DETAILS

Surname First Names

Address.....

Telephone: Home Work Mobile.....

Email address.....

Date of Birth.....Present Occupation.....

Name and address of Employer.....

.....

Partner's Name (if applicable).....Date of Birth.....

Maiden Name (if applicable).....

Partner's Occupation.....

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066



PREVIOUS ADDRESS DETAILS

Please list any previous addresses if you or your partner have lived at your current address for less than 5 years. Please provide the dates of when you moved in/out. Please provide details for partner as well (if applicable).

PREVIOUS EMPLOYMENT

Please complete all relevant previous employment. Please provide details for partner as well (if applicable).

NAME OF EMPLOYER	ADDRESS	DATES	TYPE OF WORK
------------------	---------	-------	--------------

AGRICULTURAL TRAINING DETAILS

Please include details of all relevant training including any proficiency tests. Please provide details for partner as well (if applicable).

NAME OF COLLEGE (OR OTHER)	DATES	COURSE TAKEN CERTIFICATES, DIPLOMAS ETC.
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contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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REFEREES

Please give the name of an employer who may be asked for a character and farming reference and another who may be asked for a bank reference. Please provide details for partner as well (if applicable).

EMPLOYER REFEREE

BANK REFEREE

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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Is there any pending court action against you?

YES/NO

If yes, please give details below:

PROPERTY OWNERSHIP/OCCUPATION

Please give details of any land and property which you or your partner own/rent.

DESCRIPTION	LOCATION	ACREAGE	OWNER, TENANT ETC. AND FOR HOW LONG
-------------	----------	---------	--

PREVIOUS APPLICATIONS

Have you applied previously for either Devon County Council or other farms.

FARM	DATE	WERE YOU INTERVIEWED
------	------	----------------------

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066



CAPITAL

Please outline your current, before borrowing, available capital.

Cash	£	.....
Investments	£	.....
Livestock	£	.....
Deadstock	£	.....
Property	£	.....
Other	£	.....
Total 1		_____
<u>Less Liabilities:-</u>		
Bank overdraft	£	.....
Loans, incl. HP	£	.....
Creditors	£	.....
Mortgage	£	.....
Other	£	.....
Total 2		_____
Final Total 3 (1 less 2)	£	_____

In addition I shall have loan facilities of £ should the Tenancy be offered to me. (Please give full details.)

.....
.....

State how much of the above loan you would expect to take up:

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066



FARMING PROPOSALS FOR THE LAND BEING OFFERED

(Please outline details of your proposed farming policy e.g. stock numbers, grassland management, cropping, etc.)

FARMING POLICY FOR YOUR EXISTING HOLDING, IF APPLICABLE

(Please include any details of your current farming activities)

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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ANY OTHER RELEVANT INFORMATION (e.g. relevant experience of partner, ideas for non-farming enterprises, etc.)

Are you related to or do you have a close personal relationship with any Councillor or employee of Devon County Council? YES/NO

Are you related to or do you have a close personal relationship with any employee of South West Norse Property Consultants Ltd? YES/NO

If yes, please state their name and position:

I hereby certify that the information contained herein is true and accurate. Furthermore I hereby give permission for South West Norse and/or Devon County Council to make all or any searches and enquiries necessary to assess my/our suitability as tenant(s) of the County Farms Estate.

Signed.....Date.....

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

**SOUTH WEST
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GENERAL DATA PROTECTION REGULATIONS STATEMENT/CONSENT AND PRIVACY NOTICE

The information you are being asked to supply may be subject to the General Data Protection Regulations (EU) 2016/679. It will be held by South West Norse Ltd and used by us for the purpose of processing your application and assessing your suitability as a tenant of the County Farms Estate which for example may involve taking up references, credit checks and County Court Judgement searches. If South West Norse Ltd wish to use it for any other purpose, it will not do so without your consent unless it has to for the purposes of performing a contract, compliance with a legal obligation or other legitimate interest.

To process your application we will need your consent to share some or all of the information you provide with other persons or organisations.

I.....(name) and(partners name) of(address) hereby consent South West Norse Ltd and/or Devon County Council contacting the following persons or organisations for the sole purpose of processing my tenancy application for(farm name).

• Trading Standards (Animal Health)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Animal & Plant Health Agency	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Employer referee (named herein)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• UK Visas and Immigration Office	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Financial References/Bank (named herein)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Experian (credit checks)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Equifax (credit checks)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Registry Trust Ltd (County Court judgement checks)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Royal Institution of Chartered Surveyors (RICS)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Central Association of Agricultural Valuers (CAAV)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Rural Payments Agency (RPA)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• DEFRA	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Devon County Council	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Health & Safety Executive (HSE)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
• Local Government Ombudsman	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If your tenancy application is successful we will hold your data securely while you remain a tenant of the Estate and for 6 years thereafter.

If your tenancy application is unsuccessful we will destroy your data within 6 months of receipt. If your tenancy application is unsuccessful but you would like to be added to our mailing list to receive notification of future farm lettings coming available please provide your email address and consent to be added to the mailing list here:

Email address.....

Consent to be added to the South West Norse Ltd mailing list: Yes No

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066





South West Norse Ltd
 Venture House, One Capital Court
 Bittern Road, Sowton Industrial Estate
 Exeter, Devon, EX2 7FW

Private and Confidential

The Principal Animal Health Officer
(insert name and address of organisation responsible for overseeing animal welfare in your area)

Telephone: 01392 351066
 Fax: 01392 351111
 Email: dan.meek@norsegroup.co.uk
 Web site: www.norsegroup.co.uk

Date:
 Your ref:
 My ref:

Dear Sir

INFORMATION REQUEST

I request the following information regarding:

1. *(insert your name(s))*.....
2. *(insert your address)*

3. *(Insert your Holding Number)*.....

Has there ever been any cause to investigate those named above for any breach of animal welfare legislation? If so what was the outcome of this investigation?

Has your service ever had any other concerns regarding those named above?

CONSENT
 I/We *(insert your name(s))*.....consent to
(insert name of organisation responsible for overseeing animal welfare in your area).....
 providing the
 information requested above on me to **South West Norse Ltd on behalf of Devon County Council** in relation to
 my application for the tenancy of **Southacott Farm, Mariansleigh**.

Signed

Date

Yours faithfully

Dan Meek

Senior Land Agent

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066



**DEVON COUNTY COUNCIL
FARMS ESTATE**

RENT OFFER FORM FOR SOUTHACOTT FARM, MARIANSLEIGH

1. I have inspected the holding known as Southacott Farm, Mariansleigh and have obtained all the necessary information regarding the Holding and terms of letting etc. and I hereby offer the sum of £ (in words) as rent per annum, being my opinion of the rent properly payable in accordance with the Agricultural Tenancies Act 1995, and excluding any premium, which I am prepared to pay in the event of my being granted a Tenancy by the County Council and in that event to sign the County Council's standard form of Tenancy Agreement for a Farm Business Tenancy under the Agricultural Tenancies Act 1995.
2. I acknowledge that the County Council has no plans or commitments to improvements on the Holding beyond its repair and maintenance liabilities.
3. It is understood that the County Council give no undertaking that they will accept the highest or any tender.
4. I acknowledge that this holding is to be let as a primarily mixed agricultural holding.

All applications must be hand delivered or posted in a plain envelope marked "**Rent Offer for Southacott Farm**". Email applications will not be accepted. Neither will late applications.

Return tender to:

Dan Meek MRICS FAAV
Director of Property Management
South West Norse Ltd
Venture House
Capital Court
Bittern Road
Sowton Industrial Estate
EXETER
Devon, EX2 7FW

Signed

Date

contact: Dan Meek
email: dan.meek@norsegroup.co.uk
tel: 01392 351066

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