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PARTICULARS OF SPORTING (SHOOTING AND FISHINGS) TO LET BY TENDER AT WHITEHOUSE ESTATE, VOWCHURCH, HEREFORD, HR2 0RE from 1st September 2008 for 3 years, with an option to renew. Pre entry may be permitted for the successful tenant(s) to put game down.

Description The Estate comprises 176 acres of managed forest and 91 acres of let pastureland (total 267 acres). It is within the South Hereford Hunt's area: we encourage them onto our land. Fishing in the Blackpool Pond is included. Please see our website www.bvalued.co.uk/whitehouse for further details, location and our management objectives. No woodland thinning is likely until at least 2014. Game bags have not previously been kept.

Viewing is strictly by arrangement with LAJ Bletchly (contact details above) to whom all enquiries should be addressed.

Offers in excess of £2 750 per annum exclusive of VAT are invited. VAT will be charged on top. Our VAT Registration Number is 742 274832.

All prospective tenants wishing to make an offer should please:

- a) Complete on the attached tender form, the table and state how much they offer,
- b) Sign the form of agreement, print their names in the presence of a witness, who should not be a relative, and who should also sign the agreement where indicated, state his or her name in capitals together with his or her occupation and address,
- c) Should provide a colour photocopy of their driving licence or passport (pdf format is acceptable), and
- d) Post fax or email both to Whitehouse Estate, Suite 7, 65 Penarth Rd, Cardiff, CF10 5DL to arrive not later than 12 noon on 8th August 2008. Please do not date the agreement.

Your offer will not form a binding contract unless accepted by the Landlords.

A Table of Neighbours' (or their agents) contact details is appended in case you wish to contact them to see if you can also take sporting rights over land adjoining Whitehouse Estate (*offers are invited on the basis that such land is not available!*).

Notice is given that:

1. These particulars are set out as a general outline only for the guidance of prospective tenants, and do not constitute, nor constitute part of, an offer or contract;
2. All descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending tenants should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them;
3. The owners are not bound to accept the highest, or any offer.

Appendix

Neighbours' Name	Company	Address	Tel
Mr & Mrs Martin Kibblewhite		Slough Cottage, Vowchurch, Hereford, HR2 ORE	01981 550736
Mr David Parker		Chanstone Court, Vowchurch, Hereford, HR2 OQE	01981 550245
Mr Dennis J Price		Trecadifor, St Margarets, Vowchurch, Hereford	01981 510266
Mr Gwyn Pritchard		Cornel Farm, Vowchurch, Hereford	0 1981 510215
Mr & Mrs John Reed		Slough Forge, Vowchurch, Hereford, HR2 ORE	01981 550988
Mr PB Segrott (Act for Marlows who own Whitehouse)	Balfours	Market House CRAVEN ARMS Shropshire United Kingdom SY7 9NN	01588 673314
Mr & Mrs John Watkins (Tenants)		Whitehouse Farm, Vowchurch, Hereford, HR2 ORE	01981 550212
Mr AG Windham		Shobdon Farm, St Margarets, Vowchurch, Hereford Oaklea Parc, St Margarets, Vowchurch, Hereford	01981 510310
Jacque Weir Mr & Mrs Trevor Harvey		Gilach Court, Newtown St Margarets, Vowchurch, Hereford	

**TENDER
TO TAKE SPORTINGS (SHOOTING AND FISHINGS) AT
WHITEHOUSE ESTATE, VOWCHURCH, HEREFORD,
HR2 0RE
(SUBJECT TO CONTRACT)**

To The Landlords: Laurence Arthur John Bletchly and Janice Bletchly acting as Trustees of the Whitehouse Estate c/o Suite 7, 65 Penarth Rd, Cardiff, CF10 5DL

I/ We (each prospective tenant to complete)

Name(s) in Capitals	Address	Phone	Email

Offer to rent the sporting rights on the terms advertised for the sum of £ per annum (exclusive of VAT and all other outgoings).

(NOTE: the rental must be a fixed and certain amount not calculated by reference to any other tender or by any other means)

LAND REGISTRATION ACT 2002

Administrative Area Hereford

Title number out of which agreement is made HW187560

Property Let (postal address) Sporting Rights over Whitehouse Estate,
Vowchurch, Hereford, HR2 0RE

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The parties to this Agreement hereby agree as follows:

Date of this Agreement:

The Parties:

The Landlords: Laurence Arthur John Bletchly and Janice Bletchly both of 9
Bryntirion Close, Bridgend, South Wales, CF31 4BZ, acting as Trustees of the
Whitehouse Estate

The Tenant(s): (full names and addresses)

1. DEFINITIONS AND INTERPRETATION

The following expressions have the meanings set out below, unless the context otherwise requires:

'the Plan'	The plan
'the Land'	The Landlords' property shown edged red on the plan
'the Building'	The building shown on the plan coloured green
'the Retained Buildings'	The buildings shown on the plan coloured brown
'the Sporting Rights'	The exclusive right (save that the Landlords encourage the local hunt on the Land) to shoot and fish over and upon the Land otherwise than by coursing and to kill and carry away game and fish from the Land.
'game'	Deer, pheasant, partridge, snipe, woodcock and other wild birds as listed in Schedule 2 to the Wildlife and Countryside Act 1981, and the nests and eggs of any of those birds.
'ground game'	Rabbits.
'the right of good estate management'	The right of the Landlords to carry out on the Land all normal and ordinary acts of agriculture, husbandry, silviculture and forestry, including the right to put up or demolish buildings, maintain roads and paths and all other acts which a prudent owner would perform to ensure the good management of the Land
'pests and vermin'	Crows, Foxes, Grey Squirrels, Magpies, Pigeon and Rats
'Blackpool Pond'	Shown on the plan coloured blue

The expressions the Landlords and Tenant(s), where the context so admits, include the respective successors in title of the parties to this Agreement;

Where the Landlords or the Tenant(s) for the time being are two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with those persons jointly and severally;

Words importing one gender include all other genders; and

Words importing the singular include the plural and vice versa.

2. GRANT, DEMISE AND RENT

2. GRANT, DEMISE AND RENT

In consideration of the Tenant(s)' rent and covenants, the Landlords grant to the Tenant(s):

- (1) The Sporting Rights;
- (2) The right to kill and take ground game;
- (3) The right and duty to control pests and vermin, and
- (4) The right to practice shooting eg with Clay Targets.

And demise the Building to the Tenant(s) together with:

- (i) the right to enter on and pass over such portions of the Land as may be reasonably necessary for the adequate exercise of the Sporting Rights; and
- (ii) the right to enter the Land to preserve and rear game and control vermin including the right to erect release pens

except reserving 'the Retained Buildings'

subject to provisions specified in Schedule 4 below, reserving for the use of the Landlords the right of good estate management and the rights of all persons in occupation of any part of the Land as Tenant(s) of the Landlords whether such rights arise under a tenancy agreement or by general law, to hold to the Tenant(s) for the term of 3 years from 1st September 2008 paying during the term the annual rent of £ together with VAT at the standard or other appropriate rate annually in advance on 1st September in every year, the first payment to be made on 1st September 2008.

3. Tenant(s)' covenants

The Tenant(s) covenant with the Landlords that they will jointly and severally comply with the conditions specified in Schedule 1 below

4. Landlords' covenants

The Landlords covenant with the Tenant(s) that, subject to the Tenant(s) complying with the conditions specified in Schedule 1 below, they will comply with the conditions specified in Schedule 2 below.

5. Provisos

It is agreed that the provisions specified in Schedule 3 below are to apply.

Counterpart

Signed by the Tenant(s):

Signature

(Name(s) in CAPITALS)

1.

2.

3.

4.

5.

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

SCHEDULE 1

The Tenant(s)' obligations

1. The Rent

The Tenant(s) must pay:

1.1 The rent on the days and in the manner specified whether demanded or not.

1.2 Bank charges incurred by the Landlords or their Agent in relation to cheques for the payment of Rent not honoured.

1.3 Interest at the rate of 4% per year above the base lending rate of the Bank of England on all monies payable by the Tenant(s) to the Landlords under this Agreement where they are not paid by the Tenants within 7 days of the due date for payment for the period from the date to the date of actual payment;

1.4 Any other sums which may become due from the Tenant(s) to the Landlords under this Agreement, and

1.5 The Tenants will make all payments due in full on the due date without making any deduction or set off of any kind from them

2. Outgoings and VAT

The Tenant(s) must pay, and indemnify the Landlords against:

2.1 all rates, taxes, assessments, duties, charges, impositions and outgoings which are now or during the term charged, assessed or imposed on the Land or the owner or occupier of the Land and the Building in respect of the Sporting Rights; and

2.2 VAT, or any tax of a similar nature that may be substituted for it or levied in addition to it, chargeable in respect of any payment made by the Tenant(s) under the terms of or in connection with this Agreement or in respect of any payment made by the Landlords where the Tenant(s) agree in this Agreement to reimburse the Landlords for such payment

3. Game stock

The Tenant(s) must protect, preserve and keep a reasonable and proper stock of game on the Land, and take all reasonable and lawful steps to preserve the nest, eggs and young of game.

4. Ground game, pests and vermin

4.1 Control of ground game, pests and vermin

The Tenant(s) must keep down the ground game and control the vermin on the Land so as to prevent them becoming a source of injury to the Land, crops, woods and plantations of the Landlords or their other Tenant(s).

4.2 Traps, snares and poisons

The Tenant(s) must not use any traps, snares or poisons except in accordance with the Pests Act 1954. The Tenant(s) must immediately remove from the Land any illegal traps, snares or poisons.

5. Damage

The Tenant(s) must exercise the sporting Rights in such manner as not to cause damage to the retained buildings, Land, woods, roads, banks, fences, hedges, crops or other property of the Landlords or his other Tenant(s), and in the event of such damage occurring the Tenant(s) must inform the Landlords or their Agent promptly in writing and pay full compensation to the Landlords or his other Tenant(s).

The Tenant(s) must not to use roads with vehicles loaded dangerously, or at speeds in excess of 15 miles per hour nor leave dirt on the Roads. The Tenant(s) must only use vehicles fitted with inflated pneumatic tyres on the roads.

6. Exercise of the Sporting Rights

The Tenant(s) must comply with all relevant Acts and regulations and adopt relevant safety standards. The Tenant(s) must comply with the "Code of Good Shooting Practice" set by the British Association for Shooting and Conservation and inform the Landlord(s) of any breach.

All fishing is to be by rod and line only and includes the right to cut back such weeds in the pond or trees on or close to the banks of the Blackpool Pond as may be necessary to exercise the rights. The Tenant(s) must obtain any necessary consent to stock the pond with fish from the Environment Agency.

7. Gamekeepers

The Tenant(s) may employ at their own expense one or more competent gamekeepers to supervise the Land and protect the game on it, and should expel all persons poaching or trespassing on the Land for the purpose of killing or damaging fish or game.

8. Third Party Claims

The Tenant(s) must give immediate notice to the Landlords of any third party claims.

9. Assignment

The Tenant(s) must not assign, underlet or transfer the Sporting Rights or any part of them.

10. Wildlife Preservation

The Tenant(s) must comply with the Wildlife and Countryside Act 1981 and in particular must ensure that the natural flora and fauna except pests and vermin is preserved and maintained at all times.

11. Indemnity

The Tenant(s) must indemnify the Landlords against all claims, proceedings, costs and expenses arising from or in connection with the letting of the Sporting Rights and the demise, except to the extent that they are shown to have been caused by the negligence of the Landlords or his employee(s) or agent. The Landlords may not settle or compromise any such claims or proceedings without the written consent of the Tenant(s), whose written consent may not be unreasonably withheld.

12. Insurance

The Tenant(s) must effect proper insurance against liability arising from their exercise of the Sporting Rights with a Lloyds registered insurance company for two million pounds and must produce a copy of the policy of insurance and all subsequent renewals and relevant receipts to the Landlords.

13. Game Bag Returns

The Tenant(s) must on 1st March in each year of the term, provide the Landlords with a completed return as per schedule 4 giving particulars and numbers of fish, game, ground game, pets and vermin killed by the Tenant(s) on the Land during the preceding 12 months.

14. Use

14.1 The Tenant(s) must not use the Land or Building for residential or commercial purposes but only in connection with the use of the Land for sporting.

14.2 The Tenant(s) must not store on the Land or in the Building any flammable or explosive material.

14.3 The Tenant(s) must not permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the other Tenant(s) of the Landlords or the Landlords' neighbours or which may contravene any insurance of the Property or anything which would vitiate or increase the ordinary premium. The Tenant(s) must advise the Landlords of any disputes with neighbours.

14.4 The Tenant(s) must not deposit or allow to be deposited any refuse, waste, redundant material or redundant machinery of any kind on the Land

14.5 The Tenant(s) must not attach wire to any trees, nor obstruct or erect barbed wire alongside any footpaths or bridleways crossing the Land

14.6 The Tenant(s) must not do anything on the Land which could increase risk of fire.

14.7 The Tenant(s) must use their best endeavours to prevent stock from straying particularly into the Woodlands.

14.8 The Tenant(s) must discontinue the employment on the Land of any workman reasonably objected to by the Landlords.

15. Maintenance of the Building

The Tenant(s) must maintain the Building in at least the same condition as it was on commencement of the term.

16. Yielding Up

At the end or sooner determination of the term, the Tenant(s) must peaceably yield up the Sporting Rights and the Building to the Landlords.

The Landlords shall be entitled to, remove and dispose of any goods belonging to the Tenant(s) remaining on the Land at the end of the term and recover the costs thereof from any proceeds, the balance of which shall be accountable to the Tenant(s).

Schedule 2

Landlords' obligations

1. Quiet Enjoyment

The Landlords must permit the Tenant(s) to peaceably enjoy the Sporting Rights and demise without any interference from the Landlords or any person claiming under or in trust for them.

2. Preservation of the Land

Subject to their right of good estate management, the Landlords must not, except with the written permission of the Tenant(s) whose permission may not be unreasonably withheld:

- fell, cut or thin the woodlands and coverts on the land;
- destroy the hedges, banks and undergrowth on the land; or
- use any pesticides, chemicals or other noxious substances which may cause harm to game, except such substances properly used for the control of vermin.

3. Management of the Land

The Landlords must ensure that that the estate management of the Land is conducted in such a way as to prevent harm to the game, especially during the nesting season of game birds. The Landlords will insure the Building against fire.

SCHEDULE 3

Provisos

1. Accidents

The Landlords are to be liable for any injury to the Tenant(s), notwithstanding the provisions of Schedule 2 paragraph 12 above, whether to person or property due to anything on the Land causing a danger but only if the Landlords have received written notice of the thing causing danger and have failed to remove it, repair it or make it safe within 90 days.

2. Determination by the Landlords

The Landlords may determine the grant of the Sporting Rights and the demise by 21 days notice in writing to the Tenants if:

- the rent is 21 days in arrear; or
- the Tenant(s) become bankrupt; or
- there is any breach of the conditions specified in Schedule 2 above or any term of this agreement

but without prejudice to any subsisting rights of action of either party under this Agreement.

3. Notices

The Law of Property Act 1925 section 196 as amended by the Recorded Delivery Service Act 1962 applies to any notice to be served under this agreement.

4. OPTION TO RENEW

4.1 Grant and exercise of the option

If the Tenant(s) wish to renew this agreement from the end of the term they should give to the Landlords not less than 6 months prior written notice of that wish, then, provided the Tenant(s) have paid the rent and are not materially in breach of the obligations contained in this agreement up to the end of the Term, the Landlords must grant to the Tenant(s) one further term of three years commencing on 1st September 2011, on the same terms and conditions (including as to the rent) as this Lease.

4.2 Registration of the option

The Option is to be of no effect if the Tenant(s) fail to protect it by notice in the register of the Landlords' title under the Land Registration Act 2002 within 21 working days from the date of this document.

5. DISPUTE RESOLUTION

Reference of Disputes

If any dispute or difference arises out of or in connection with this agreement the parties shall seek to resolve the dispute or differences amicably but if not resolved to the satisfaction of both parties within 30 days after it has arisen the dispute or difference is to be determined by an Arbitrator and who will be appointed on the joint written application of both parties or on the written application of either party; and if such Arbitrator shall die or be unwilling to act then by such other Arbitrator as may be appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors

The appointment of such Arbitrator must specify that:

- a) the Arbitrator's decision will be made following representations in writing by the parties;
- b) the costs of the Arbitrator will be borne as directed by the Arbitrator; and
- c) the Arbitrator's decision will be final and binding on all parties

SCHEDULE 4

GAME BAG RETURN

	Numbers of Single Birds		Numbers of Single Animals		Numbers of Single Fish
Pheasant		Muntjac Deer (Male)		Trout	
Partridge		Muntjac Deer (Female)		Others (species)	
Snipe		Muntjac Deer (Juvenile)			
Woodcock		Rabbits			
Duck		Grey Squirrels			
Pigeon		Foxes			
Others (species)		Others (species)			

Signed

Date

PLAN TO FOLLOW

