



Chartered Surveyors | Auctioneers
Land and Estate Agents

**ENTITLEMENT AND AUTHORISATION TRADING
Transfer Document & Instruction Form**

(Note: Transfer period for current year ends April 2010)

Entitlement Holder: _____

Trading Name/Title: _____

Names of Partners in Business: _____

Address: _____

Telephone & Mobile No _____

E-Mail Address: _____

Holding No: _____ VAT No: _____ (if registered)

SBI No:

CRN No:

Entitlement Block ID No:	No of Entitlements held	Type Of Entitlement	Unit Value in Euros	Use by Date	No of entitlements to transfer

Area to Trade: _____

Transfer Terms: Permanent Transfer Lease (Please tick as appropriate)

Do you have land to attach to the Transfer? Yes No

If yes, total area of land

80% - Have you satisfied the 80% rule? Yes No

Type of Entitlement (Standard, Set-aside, Special Conditions) _____

Welsh English If English please state region: _____

Did you receive any from the National Reserve? Yes No Date allocated

Gross Unit Value (Euros/Ha): _____

Preferred Lease Date (if applicable) _____

Price Required per Unit (£/Ha): _____

Term of Appointment: Sole Agent Multiple Agent

TERMS OF ENGAGEMENT

1. *Entitlements will only be marketed when an Entitlement Instruction Form has been returned fully completed and signed.*
2. *If we are instructed to see/lease the Entitlement at the market price this will be the price which dictates at the time when the Entitlement is traded, it will be the best price obtainable.*
3. *Any joint agency arrangement must be notified to the agents in writing and in advance otherwise the Entitlement will be traded on a sole agency basis.*
4. *The Entitlement will be transferred by private treaty unless otherwise stated.*
5. *Our charge is 5% plus VAT for permanent transfer up to £20,000 and 4.5% plus VAT over £20,000 and 7.5% plus VAT for leasing transactions undertaken, subject to a minimum fee as set out below. The service includes marketing the Entitlement and all the administration and paperwork necessary for the transaction to take place. Subject to paragraph 6 if we fail to effect a transfer of the Entitlement we will make no charge.*

The minimum fee shall be £125 + VAT per client

6. *If the vendor withdraws their instructions for any reason, WITHOUT GIVING NOTICE, and costs are incurred by Sunderlands & Thompsons LLP, we reserve the right to charge at our discretion an administration fee not exceeding £150 plus VAT or £150 plus VAT per transaction (if transactions have been agreed) whichever be the higher.*

ANY WITHDRAWAL OF ENTITLEMENT MUST BE DONE OFFICIALLY IN WRITING

7. *VAT is charged on Entitlement. Vendors who are not VAT registered should notify us on the Entitlement Instruction form.*
8. *The transaction remains subject to contract until such time as payment has been received and all interested parties have signed the relevant agreements.*
9. *The rate at which interest is accrued to the transferor is in line with the rate prevailing at Royal Bank of Scotland. We shall require a written statement asking for the interest accrued and a charge will be made for calculating the interest.*
10. *The completion of transactions can be expedited if a member of Sunderlands & Thompsons LLP is authorised to sign applications on behalf of the Transferor (s) and the Entitlement will then be traded as per instructions.*
11. *Whilst we endeavour to explain the implications of the Entitlements transfers, transferors must satisfy themselves as to the consequences of transferring Entitlement either permanently or temporarily, as they will ultimately be liable for transactions.*
12. *As agents we act specifically on the instructions received and do not accept any liability for any incorrect statements or errors made in completing the Instruction Forms, therefore vendors are asked to take care in completing the forms attached.*

I/We hereby instruct Sunderlands & Thompsons LLP to trade our Entitlements for the 2010 trading period. We accept full responsibility for the information provided and will be liable to any third party who suffer loss of SFP due to inaccurate declarations made above. All fees due will be paid to Sunderlands & Thompsons LLP once the transaction is complete and I/We agree to the Terms of Engagement overleaf. All negotiations will be made in good faith and subject to my final approval.

Signed: _____ Date: _____