



## **THE LAND BANK PARTNERSHIP**

### **TERMS OF BUSINESS**

These terms set out the basis on which we will carry out work for you and should be read in conjunction with any Service Letter. The two documents together contain the terms and conditions of the contract between us.

Please sign and date the enclosed copy of these Terms and return them to us. If for any reason you do not return them to us duly signed and you continue to instruct us then your continuing instructions will amount to your acceptance of them.

#### **Service**

We shall endeavour to introduce you to sellers of land in accordance with your requirements, either with a view to an exchange of contracts for the purchase of that land or with a view to entering into an option agreement in respect of it. If we deliver particulars of land to you or provide details of land to you that (without prejudice to any other method of introduction) is an introduction.

#### **Contract personal to you**

This contract is personal to you and you acknowledge that you cannot transfer it to anyone else and you agree that nobody else has any rights or benefits under it or may enforce any of its terms whether it be under the Contracts (Rights of Third Parties) Act or otherwise.

#### **Confidentiality and Communication**

We will keep all information relating to your affairs confidential and not disclose it without your agreement, unless it is within our instructions to do so or we are legally required to do so.

We will correspond with you at the address and or telephone number provided by you. If you provide us with an e-mail address (and unless you inform us in writing to the contrary) you acknowledge that you have given your consent to our corresponding with you at that e-mail address notwithstanding that emails and attachments may contain confidential information. You further acknowledge that we shall not be liable to you in the event that emails from us to you contain a virus, computer errors, or other programme corruption.

#### **Charges**

Our charges are:-

1. In the case of a purchase following our introduction 2% of the purchase price, subject to a minimum fee of £1,500 payable upon exchange of contracts.
2. In the case of an option following our introduction a fee of £1,500 is payable to us on the signing of the option and the balance of our fee (calculated at 2% of the higher of the purchase price or the open market value of the land at the date of exchange of contracts) is payable upon exchange of contracts pursuant to that option.

If there is any disagreement as to the open market value of the land, each of us will appoint a valuer to endeavour to agree the value but in default of agreement or refusal by one party to appoint a valuer then either party may apply to the President of the Royal Institute of Chartered Surveyors to make the appointment. The decision of any valuer so appointed will be final and binding.

Our fees become due upon exchange of contracts or entry into the Option Agreement (whichever applies).

We do not accept payment in cash. Interest at 4% above bank base rate is chargeable from the due date for payment, if payment is delayed by more than 21 days.

Our charges are exclusive of VAT which (if applicable) must be paid in addition.

#### **Indirect introduction**

Our fees at the above rates will also become payable if during our engagement or within 12 months of its termination anyone on your behalf, any relation or associate of yours or anyone to whom you may have given details of any land of which we have supplied details to you purchases or enters into an option for that land. The fee shall become payable to us on the date of exchange or entry into the option agreement. You agree to notify us as soon as you become aware of any such transaction.

**Purchase by you within 12 months of termination**

If you yourself , within 12 months of the termination of our engagement ,purchase or enter into an option agreement for land introduced by ourselves , then our fee is payable as above. You agree to notify us promptly if you enter into such a transaction.

**Legal valuation survey and environmental matters**

We do not advise on these. You should take your own advice from your own solicitors, surveyors and other specialists. If we obtain any report or information for you, that information is obtained on your behalf and without our having any liability for it.

Details in our particulars and in information supplied by us are not part of any contract and you must satisfy yourself as to their accuracy. They are made without responsibility on our part.

**Loss of profit and consequential loss**

We will not be liable to you for loss of profit or for any indirect or consequential loss that arises out of our services to you.

**Papers**

If at your request we retrieve or deliver files, papers, or documents out of storage or safekeeping we reserve the right to make a reasonable charge for retrieval.

**Termination**

Our engagement continues until (a) You exchange contracts for the purchase of land found by us for you or (b) You give us 7 days written notice terminating our engagement or (c) We give you 7 days written notice terminating our engagement.

**Proof of identity**

If the law requires, we may be obliged to see proof of identity. If so we will need to see your original passport or driving licence, provided that it includes your photograph and a recent utility bill or bank statement showing your home address.

**Terms that cannot be enforced**

If a Court finds any of the terms of this contract with you to be unenforceable or void you accept that you will still be bound by the remaining terms.

**Entire Agreement**

This contract (and any Service Letter) is the entire agreement between us in relation to this particular work and replaces any previous agreements or arrangements between us.

**Notices**

Any notice we wish to give you will be sent to your address as set out below unless you have told us in writing of a different address. Any notice you wish to give us must be sent to us at Carpenter's Lodge, Old Coach Road, Cross, Axbridge, Somerset BS26 2EQ

**English Law and jurisdiction of English Courts**

The contract between us shall be governed by English law and you consent to the exclusive jurisdiction of the English Courts.

**Dated**.....

**Address**.....

**Name**.....

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**Signed**.....

**Telephone No**.....



## PROPERTY REQUIREMENT SHEET

Name.....Company.....

Address.....

.....Post Code.....

Tel: .....Fax: .....Mobile: .....

Email: .....

**IMPORTANT:** - To enable us fulfill your requirements please provide as much information as possible.

Developer      Yes/No      Number of Units/Dwellings.....

Self Builder      Yes/No      Approximate Land Price.....

<b>New Build</b>		<b>Barn Conversions</b>	
<b>Plot Size</b>		<b>Detailed/Outline Planning</b>	
<b>Preferred Location</b>		<b>Bungalow/House/Flats</b>	
<b>Within A Radius of</b>		<b>Rural/Semi-Rural/Town</b>	

Please tick areas of preference:

<b>Devon</b>		<b>Bristol</b>	
North Devon		<b>Gloucestershire</b>	
East Devon		South Gloucestershire	
Exeter		Stroud	
Mid Devon		Cheltenham	
Teignbridge		Tewksbury	
Torbay			
South Hams		<b>Wiltshire</b>	
Torridge			
West Devon		North Wiltshire	
Plymouth		West Wiltshire	
<b>Somerset</b>		<b>Cornwall</b>	
Bath & East		Caradon	
Mendip		North Devon	
North Somerset		Restormel	
Sedgemoor		Carrick	
South Somerset		Kerrier	
Taunton Deane		Penwith	
West Somerset			

**Comments:**

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**The Land Bank Partnership**

**Carpenter's Lodge, Old Coach Road, Cross, Axbridge BS26 2EQ**