



**ENTITLEMENT AND AUTHORISATION TRADING**

*The Rural Professional Department:-*

Hay on Wye Office, 11 High Town, Hay on Wye, HR3 5AE  
Kington Office, 54 High Street, Kington, Herefordshire. HR5 3BJ  
Knighton Office, Wylcwm House, Knighton, Powys, LD7 1AE

**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 Number: \_\_\_\_\_ VAT No: \_\_\_\_\_ (if registered)

SBI No, England:  CRN No, Wales:

Total area of Entitlement Owned: \_\_\_\_\_ 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  Ha

Type of Entitlement (Normal, Special) \_\_\_\_\_

Welsh  English  If English please state region: \_\_\_\_\_

Gross Unit Value (Euros/Ha): \_\_\_\_\_

Preferred Lease Date (if applicable): \_\_\_\_\_

Price Required per Unit (£/Ha): \_\_\_\_\_

Term of Appointment: Sole Trader  Multiple Agent

I/We hereby instruct McCartneys LLP to trade our Entitlements for the 2009/2010 trading period. We accept full responsibility for the information provided and will be liable to any 3rd party who suffer loss of S.F.P. due to inaccurate declarations made above. All fees due will be paid to McCartney 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: \_\_\_\_\_

**For further information please contact the relevant office**

**Hay on Wye Office: Tel 01497 820778 Kington Office: Tel 01544 230316 Knighton Office: Tel 01547 528621**

## **TERMS OF ENGAGEMENT**

1. Entitlement will only be marketed when a Entitlement Instruction Form has been returned fully completed and signed.
2. If we are instructed to sell / 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 agreed.
5. Our charge is 6.0% plus VAT for permanent transfer up to £20,000 and 4% 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 £100 per client**

6. If the vendor withdraws their instructions for any reason, WITHOUT GIVING NOTICE and costs are incurred by McCartneys, we reserve the right to charge at our discretion an administration fee not exceeding £200 plus Vat, or £200 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 Barclays Bank PLC. 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 McCartneys LLP is authorised to sign applications on behalf of the transferor (s), and the Entitlement will then be traded as per instructions.
12. While we endeavor to explain the implications of the Entitlement transfers, transferors must satisfy themselves as to the consequences of transferring Entitlement either permanently or temporarily, as they will ultimately be liable for transactions.
13. 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.