

# PROPERTY DISPOSAL AGREEMENT FORM

(Please sign both copies and return one to us at Aqua House, 30-32 High Street, Epsom, Surrey, KT19 8AH)

**Bridger Bell**

COMMERCIAL

**DATE** FEBRUARY 03, 2010

**CLIENT** NULOM CHUICHAROEN

**PROPERTY** EPSOM  
13 POUND LANE

79 EWELL BY-PASS  
EPSOM  
SURREY  
KT17 2PY

**JOINT AGENT** N/A

**CONTACT** AS ABOVE

I/We agree to instruct Bridger Bell as **Sole Agents** to find potential purchasers/assignees/tenants/occupiers of the above property on the following basis. Until further notice, such notice to be given in writing by myself/ourselves, we are bound to this contract and agree to pay commission to Bridger Bell on whichever is the earlier of:

1. Completion of legal formalities for the disposal of the subject property by way of either a freehold sale, letting, assignment, surrender of lease, or where the owner is a corporate body, a sale of its shares:

OR

2. Exchange of contracts or occupation of the premises by the new owner/tenant.

No other agents or firms acting as agents will be instructed by us to dispose of the premises during the agreement.

## DEFINITION OF SOLE AGENTS/JOINT SOLE AGENTS

As your sole/joint sole agents we are to exclusively market the property and you will be liable to pay our fees, in addition to any other costs or charges agreed, if at any time contracts are exchanged for the sale/letting/assignment/surrender or disposal by other means of the property with:-

a) A purchaser introduced by us during the period of our Sole/Joint Sole Agency, or with whom we had negotiations about the property during that period; OR

b) With a purchaser introduced to the Client by another agent or third party during that period of instruction.

c) With a purchaser identified by the Client without the direct assistance of the agent.

If a conditional contract is exchanged, our commission becomes due upon fulfillment of that condition.

## TERMINATION OF INSTRUCTIONS

After an initial period of 3 months this contract may be terminated by either side giving 1 months notice in writing at any time. Bridger Bell are entitled to fees (as set out below) even after termination of instructions (by either side) in the event that a disposal transpires with a party introduced during their period of Sole/Joint Sole Agency.

## ENERGY PERFORMANCE CERTIFICATES

It is now a legal requirement for all commercial properties being marketed to have an Energy Performance Certificate (EPC). The Agent is therefore required to make available an EPC for each individual property being marketed. As part of this Agreement, the Agent will obtain a quote from an accredited assessor for an EPC for the subject property. The Client is then required to instruct the assessor to produce an EPC and to provide to the Agent, or instruct their own assessor to provide the EPC to the Agent. The Agent accepts no liability where the Agent has not been provided with a copy of the EPC during the marketing campaign.

**FEES SCALES** (All fees subject to a minimum fee of £750 plus VAT and disbursements)

**Freehold Property: (Sole Agency)**

1.5% of the freehold/long leasehold price paid.

**Leasehold Property (assignment): (Sole Agency)**

10% of the annual passing rent, plus 5% of any premium paid for the lease or business.

**Letting or Sub-letting:**

To be calculated upon 10% of the first years rent, excluding any effects of rent free periods or incentives given. In the event of a rising rent, the average annual rental up to the first rent review or break/expiry will be calculated and the fee will be 10% of this figure.

**Joint Sole Agency situations:**

15% of the annual rent paid/achieved plus VAT and disbursements to be shared equally between both agents.

3% of the freehold price paid plus VAT and disbursements to be shared equally between both agents.

5% of any premium paid for the business of lease plus VAT and disbursements to be shared equally between both agents.

**DISBURSEMENTS**

An initial instruction set up fee of £250 +VAT will be charged at the outset of the marketing campaign. Bridger Bell Commercial will invoice the Client either during the course of the marketing or after the property has been disposed of as agreed in the Marketing Budget Pro-Forma. In addition to this, we also reserve the right to charge a 10% (+VAT) of actual costs administration charge for the organisation and monitoring of any of the following: Maps and OS Extracts, key cutting and lock changing. Bridger Bell reserve the right to invoice the client for any expenses listed should the property be withdrawn from the market for whatever reason. Bridger Bell will seek permission from the client to spend money where the total individual or aggregate costs exceed £375 + VAT.

**TERMS OF PAYMENT**

Fees are due on exchange of contracts or completion whichever is the earlier. If there are any completion monies involved, we will be paid out of these by the Client's solicitors (including disbursements).

**COMPLAINTS PROCEDURE**

As members of the Royal Institution Of Chartered Surveyors we have a formal complaints procedure. Details available on request and on our website [www.bridgerbell.com](http://www.bridgerbell.com)

**CLIENT**

Signed .....

Date .....

**AGENT**

Signed .....

Date .....

