

# WELSH ENTITLEMENT AND AUTHORISATION TRADING



## Transfer Document & Instruction Form

(Note: Transfer period for current year ends 30<sup>th</sup> April 2018 in Wales)

Entitlement Holder: \_\_\_\_\_

Trading Name/Title: \_\_\_\_\_

Names of Partners in Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone & Mobile No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

CRN No. Wales:

Total area of Entitlement Owned: \_\_\_\_\_ Area to Trade: \_\_\_\_\_

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

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

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

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

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

Term of Appointment: Sole Trader  Multiple Agent  (Please Tick as appropriate)

I/We hereby instruct Davis Meade Property Consultants Limited to trade my/our Entitlements for the 2017/2018 trading period. I/We accept full responsibility for the information provided within this Basic Payment Scheme (BPS) Entitlements Authorisation Trading Form and will be liable to any 3<sup>rd</sup> party who suffer loss of BPS payment due to inaccurate declarations made above. All fees due will be paid to Davis Meade Property Consultants Limited 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:**

**Davis Meade Property Consultants Ltd, 103 Beatrice Street, Oswestry, Shropshire SY11 1HL**

## **TERMS OF ENGAGEMENT**

1. Your entitlements will only be marketed once the BPS Entitlement Authorisation Trading Form has been returned fully completed and signed and you have added us as an Agent on Rural Payments Wales Online.  
Davis Meade CRN = A0056030
2. If we are instructed to sell / lease the Entitlements 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 reasonably 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% 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 advising you to the best of our ability, marketing the Entitlement and all the administration and paperwork necessary for the transaction to take place before the relevant deadline. Subject to paragraph 6 if we fail to effect a transfer of the Entitlement we will make no charge.

### **The minimum fee shall be £150 plus VAT per client**

6. If the vendor withdraws their instructions for any reason after signing the BPS Entitlements Authorisation Trading Form, WITHOUT GIVING NOTICE and costs are incurred by Davis Meade Property Consultants Limited, 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 HSBC Bank. 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 Davis Meade Property Consultants Limited is authorised to sign applications on behalf of the transferor(s), and the Entitlement will then be traded as per instructions.
11. While we endeavour to explain the implications of the Entitlement transfers, transferors must satisfy themselves as to the consequence 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.
13. In accordance with the Regulations of the Royal Institute of Chartered Surveyors, we confirm that the money received from a sale/s will be banked in the Davis Meade Property Consultants Clients Account, Account Number: 03663906, Sort Code: 40-35-32. The money held in this account is covered by the Royal Institution of Chartered Surveyors Clients' Money Protection Scheme.