



Date:
Our reference: Land & New Homes T&Cs –
Dear: _____

Re: Agency Terms

I confirm the terms and conditions which have been mutually agreed between us for the one to one introduction and purchase of the Site are as follows:-

In consideration of Kallars work in respect of said introduction and purchase:

- A. _____ will pay Kallars an introductory commission of a 2% (minimum £15,000) plus VAT (at the prevailing rate) of the total purchase price of sites. 50% of the introduction fee is payable on reservation, is non-refundable and is not conditional upon the sale completing. This is refundable should the vendor pulls out or there become a legal issue we cannot resolve. The remaining 50% is payable on exchange of contracts (Approved Site)/ completion (Option Agreements).
- B. _____ commit to exchanging within 12 weeks of receiving draft contracts.
- C. _____ will pay Kallars a commission on each and every private residential unit constructed on the site for the service of selling/ letting each and every unit; To be paid on completion of the re-sale.
- D. The commission payment in respect of Clause C will be 1.5% plus VAT (at the prevailing rate) of the net sale price of each unit and will become payable on legal exchange of each unit if sold. The commission payment in respect of Clause C will be 10% plus VAT (at the prevailing rate) of the net annual rent of each unit and will become payable prior to the tenants move-in date if let. Alternatively, Clause C can be bought out for 1% + vat on exchange of contracts. 12 weeks sole agency will commence the date all units are complete.
- E. This commission will be based on Kallars having no advertising or staffing costs to bear in the marketing and selling of the individuals units, if such costs are incurred then separate consideration and re-negotiation of those additional costs and any additional fees payable by _____ will take place between the parties.
- F. Should _____ dispose in any way of all or part of their interest in the Site then _____ are required to inform Kallars of such disposal prior to completion of the disposal and will ensure that the contractual obligations as provided for in Clauses B. C. and G. pass to the successor(s) in title and ensure that the successor(s) in title are under all like obligations to Kallars as _____.
- G. Should _____ for whatever reason fail to ensure that such obligations as referred to in Clause D. above pass to their successor(s) in title then on completion of any such disposal _____ will become liable to pay agreed liquidated damages to Kallars. Such damages are agreed as a genuine pre-estimate of Kallars’ losses and to be calculated in accordance with Clauses B. and C. for that part/unit of the Site that has been disposed of.
- H. Should _____ acquire any additional land adjacent to the Site (“Additional Land”) it is agreed that the Additional Land becomes part of the Site for the purposes of this agreement and therefore Kallars will be entitled to commission in respect of the Additional Land in accordance with Clauses A. to G. above.
- I. Any waiver of these terms and conditions must be in writing. Any variation of these terms and conditions must be in writing and signed by the parties.

We would be obliged if you could sign and return these terms and conditions to us as soon as possible. These terms and conditions have been sent to you by letter/email and are therefore deemed as having been received by you. Any instruction to proceed with the introduction and purchase will constitute the express acceptance by _____ of these terms and conditions. The information, opinions and valuations given by Kallars are to the best of their knowledge however potential purchasers should rely upon their own checks for the purchases.

Yours sincerely,

Louis Pearce
Land Manager

For and on behalf of Kallars

Print Name **Signed** **Date**.....

Position **Company**

