



LAND COMMERCIAL

chartered surveyors

CHARTERED SURVEYORS | ESTATE AGENTS | VALUERS | MANAGING AGENTS

Umar Hussain (Omar)
140 London Road
Abridge
Essex
RM4 1XX

By email only: emersonknight3@gmail.com

13 March 2026

Dear Sirs,

Re: 78-82 High St, Brentwood, Essex, CM14 4AP

We refer to our recent telephone conversation and thank you for your kind instructions to market the above property, to let.

Your instructions will extend to the point of agreeing and negotiating Heads of Terms, Subject to Contract for submission to your solicitors who will be responsible for completing all legal formalities.

In accordance with the Estate Agency (Undesirable Practices) Order 1991 and the Estate Agents (Provision of Information) Regulations 1991 and under the terms of Section 18 of the Estate Agents Act 1979, we are unable to market your property until you have signed and returned a copy of the attached terms and conditions of engagement confirming your instructions.

However, should you allow a prospective tenant or purchaser introduced by Land Commercial Ltd to view or take occupation of the premises this will also count as acceptance of the terms and conditions of our agency agreement.

In addition, we confirm the following pertinent points:

1. TENURE

Leasehold

2. RENT

£80,000 P.A.X.



Phone 020 8498 8080
Email info@landcommercial.co.uk

Web www.landcommercial.co.uk
Address 1 Fullers Parade, Fullers Road, South Woodford, London, E18 2BF



Land Commercial Ltd. | Registered in England & Wales | Registered No. 04751763



3. VAT IMPLICATIONS

I assume that VAT will not be charged upon the rental figure. Please advise if the circumstances change.

4. TYPE OF AGENCY

Joint Sole Agency between Land Commercial Ltd and HC Surveyors Ltd

5. BASIS OF COMMISSION

Our fees will become payable in the event of our introducing, directly or indirectly, or even if the landlord finds a ready, willing and able tenant, who signs a binding lease for either part or the whole of the premises or upon occupation whichever is sooner.

Our fees will be 15% of the full one years rental, to be split equally between both agents, which is subject to a minimum fee of £2,500 per transaction.

All fees are subject to VAT at the prevailing rate.

6. BOARDS

TBC

7. MARKETING EXPENSES AND DISBURSEMENTS.

We have prepared marketing details, copies of which are enclosed for your inspection. In accordance with the Property misdescriptions Act 1991. We would be obliged if you will indicate your approval of these particulars, by signing and returning one copy.

Further to our discussions, if you should wish for your property to be more extensively advertised, then we can discuss an advertising budget and direct mailing to specific parties.

These particulars will be distributed to our applicants from our extensive mailing list covering Essex/London commercial agents.

8. VIEWING ARRANGEMENTS

Via Land Commercial Limited.

9. Energy Performance Certificate (Legally Required)

From the 1st of January 2009 any property placed on the market must legally have an EPC. Can you please forward your EPC to Land Commercial Immediately. **Failure to provide an EPC with 7 days can lead to fines from £700 up to £5,000.** If you don't have an EPC and wish for Land Commercial to arrange for one on your behalf please let us know before the property is placed onto the market.

11. Anti Money Laundering

Due to anti money laundering regulations, we are obliged to undertake AML checks on both sides of the transaction. You agree to provide the information requested by us or a 3rd party upon request or as soon as possible afterwards in order to satisfy these checks.

12. Advertising

We advertise on many websites including Zoopla, Rightmove, Loopnet, Nova Loca, Movehut and Agency Pilot.

We look forward to receiving our signed Terms and Conditions in due course.

Yours sincerely,



**ADAM DIAMANT
LAND COMMERCIAL LTD**

Signed..... Date.....

We/I agree to the terms of this agreement

Full Name:.....
Position:.....

We/I confirm that I have read, understood and agree to the letter above as well as the terms and conditions below.

TERMS & CONDITIONS OF ENGAGEMENT

I: Umar Hussain

Being the vendor (as defined overleaf) of the above premises (hereunder called the "property") or having due authority to act upon behalf of the vendor(s) whose name and address is:

N/A

Hereby grant instructions to Land Commercial Ltd to act as my agents from the date below. I agree to the terms and conditions which are printed overleaf and for the avoidance of doubt, confirm that any viewing or inspection of the property constitutes acceptance of the terms and conditions below. I accept which I have read before signing this agreement.

I hereby authorise our solicitors:

N/A

Or any other solicitors acting upon behalf of the vendor(s) in connection with the sale of the property to pay Land Commercial in any invoice pursuant to this agreement and not to release any proceeds of sale of the property to any person up to the amount of the invoice until it has been paid except for payment of mortgages and charges and legal costs of sale.

Land Commercial Ltd are authorised to communicate these instructions to such solicitors on my behalf. I further instruct the said solicitors that no purported revocation or variation of these instructions shall be of any effect unless accompanied by Land Commercial's written consent thereto.

I confirm that we have the authority of all persons and bodies who are referred to in the said terms conditions as vendor to enter in this agreement and give these instructions on the Vendor's behalf.

1. **PRELIMINARY**

- 1.1 *These terms may only be varied by agreement in writing between Land Commercial Limited and the client.*
- 1.2 *These terms are to be read in conjunction with our confirmation letter of terms and conditions sent by Land Commercial Limited to the client.*
- 1.3 *In the event of any ambiguity or conflict between the fee confirmation letter and these terms of engagement, then our letter of instruction shall prevail.*

2. **Sanctions and Anti-Money Laundering Act 2018 (SAMLA) for sanctions and updating regulations, and the Proceeds of Crime Act 2002 (POCA)**

- 2.1 *This firm abides by the Money Laundering Regulations. This requires that all agency clients of this company will be required on their first instruction to this company to provide the requested information upon request from us or a 3rd party that we use, as soon as possible.*

3. **DEFINITION OF AGENCY INVOLVEMENT**

- 3.1 *Land Commercial Limited is required by the Estate Agents Act 1979 and any subsequent legislation define its agency involvement with a clients' property. Land Commercial Limited are instructed by the client or a representative acting upon his/her/their behalf upon the following terms: -*

Land Commercial's fees will become payable if a person/ company introduced by Land Commercial Ltd takes occupation of the above property whether they have signed an agreement/lease or not.

Sole Agency

The Sole Agency Rights Period will be for three months. In the event that neither party serves Notice of Termination, in writing, not later than four weeks before the expiry date of the initial period, the period shall be extended to expire four weeks after service of any such Notice of Termination. Provided that the Vendor shall be entitled to Terminate this Agreement prematurely within the Sole Agency Rights Period, at any time in writing, if such Termination is accepted by Land Commercial Limited.

The Sole Agency Fee shall be 2% of the total consideration received or receivable by the Vendor for the disposal of the property including any Proprietary Rights, Goodwill, Fixtures, Fittings and other effects and a transfer of any Shares of any Company with an interest in the property.

If the disposal of the business is by way of Assignment, Grant or Surrender of a Leasehold interest, the Agency Fee payable to Land Commercial Limited shall be (equal to 10 % of one full year's rent)

I/We acknowledge that the minimum payment to Land Commercial Limited will be £2,500 + VAT

All fees are subject to VAT at the prevailing rate.

Any deals agreed during the sole agency period will result in Land Commercial fees being paid, no matter how the introduction came about, this includes private deals.

Multi Agency

Multi-Agency Fees are 3% of the total consideration received or receivable by the Vendor for the disposal of the property

In the event of our introducing a ready, able and willing tenant who signs a binding Lease/ agreement, the fee chargeable by Land Commercial Limited shall be 10% of one full years' rent.

I/We acknowledge that the minimum payment to Land Commercial Limited will be £2,500 + VAT

All fees are subject to VAT at the prevailing rate.

Joint Sole Agency

Joint sole agency Letting/ assignment fees are 15% of one full years rent split 50/50 between Land Commercial and the other appointed sole agent subject to a minimum £2,500 each.

Joint Sole Agency Sale fees are 3% of the total consideration received split 50/50 between Land Commercial and the other appointed joint sole agent, subject to a minimum £2,500 each.

(c) The joint sole agency period will be for 3 months unless agreed otherwise. In the event of either Land Commercial or the other Joint Sole Agent introducing directly/ indirectly a tenant/ purchaser/ assignee who takes Occupation/ signs a lease or legally binding Agreement then Land Commercial's fees will become payable.

(d) All fees are subject to VAT at the prevailing rate.

4. BASIS OF FEES

4.1 For the purposes of these conditions, 'disposal' shall include by the way of Sale, Transfer, Lease, Sub-Lease, Assignment, Surrender, Gift, Exchange or whatever to any ready, willing and able applicant introduced directly or indirectly by Land Commercial Limited. This includes any event where the client allows the purchaser/tenant occupation of the property whether by verbal or written agreement, tenancy at will or any other such document. This event will be considered to be a disclosed and Land Commercial Limited agency fees will become payable from the date of occupation.

The date of such disposal shall be the earliest or any of the foregoing occurrences whether or not the Vendor has received all or any of the consideration provided for.

4.3 If during the period of this Agreement, Land Commercial Limited shall introduce to the Vendor and person or person(s) who during the period of this Agreement or subsequently Purchase(s) from the Vendor any property or the Shares of any Company owing such property other than the property which forms the Subject of this Agreement (whether or not such person or person(s) also acquire the property overleaf) then, the Vendor shall pay Land Commercial Limited the appropriate Fee as contained within this document.

4.4 For the avoidance of doubt Land Commercial Limited will be paid their full agreed fee in respect of any disposal of the property, as defined herein, if during the term of their agency agreement the owner/landlord/lessee of the demised property, should introduce a private buyer/tenant/assignee for their premises. The only basis in which Land Commercial Limited will not be due their fee, will be where the vendor/landlord/lessee has, previous to instructing Land Commercial Limited, provided, in writing, details of any previous interest that they may have achieved. If after the Termination of this Agreement the Vendor disposes of the property to any person(s) who during the Term of this Agreement, were introduced directly or indirectly to the property by Land Commercial Limited.

4.5 Value Added Tax

VAT is payable in addition to any fees invoiced, at the rate prevailing at exchange of contracts.

4.6 Leases

Where fees are based on a percentage of one year's annual rent this will be the average annual rent achieved, calculated from the rent commencement date until the first review, ignoring any rent-free or concessionary rental period.

Where an existing lease is to be assigned or acquired then, in addition to the fee calculated on the basis of the passing rent, there will also be a fee charged at the rate specified in the fee confirmation letter on any positive or negative premium given or received.

Pre-sales and pre lets

Where Land Commercial Limited achieves a pre-sale or pre-let of a building which is to be constructed, completed or refurbished prior to completion of the sale or letting, one half of the anticipated fees will be payable on exchange of contracts or agreements for lease, with the balance payable on completion of the sale or lease or upon occupation by the purchaser/tenant whichever is earlier.

In this paragraph 4.4 the expression "pre-sale" and "pre-let" shall mean the exchange of contracts for a sale or grant of a lease over the property prior to the completion of the works of construction, completion or refurbishment.

In the event that the works to the property are not completed in accordance with the terms of the contract and in consequence the purchaser or tenant refuses to complete the sale or lease, the full fees will still be payable, as if the contract has been completed in accordance with its terms, and shall become due and payable at the time when the contract is terminated. However, Land Commercial Limited retains the right, at it's discretion, to waive all or part of any abortive fee.

Refund of fees

Land Commercial Limited will not be liable to refund to the client all or any part of any fees paid in accordance with this paragraph 3 the event that, for any reason whatsoever, if the contract shall not be completed.

Interest

Land Commercial Limited reserves the right to charge interest on any invoice for fees or marketing costs or other disbursements which remains unpaid 30 days after the date of the invoice, at the rate of 4% per annum above the standard variable rate of Barclays Bank Plc from the date of the invoice until payment is made, after as well as before judgement.

Method of payment

Where a capital receipt is to be obtained from a property, Land Commercial Limited reserves the right to require the client to authorise its solicitors/licensed conveyors being originally instructed or any practice/company which is instructed to act as replacement to the original Solicitor/Licensed Conveyancer, to deduct the fees and costs plus VAT payable hereunder from the sale proceeds and to remit the same directly to Land Commercial Limited on completion. Where funds are held on behalf of the client, Land Commercial Limited shall be entitled to discharge their fees from these funds having 14 days previously submitted a valid and undisputed invoice.

Out of Pocket Expenses

Where it is agreed that Land Commercial Limited's out of pocket expenses are to be paid by the client, invoices will be available for the client's inspection, except for minor costs which will be scheduled. Car mileage will be charged at the standard AA scales. Expenses will be invoiced to the client on expenditure or at the conclusion of the instruction.

Associated Companies and Partnerships

Where Land Commercial Limited is instructed to acquire or dispose of a property belonging to a subsidiary or associate of the client company, then Land Commercial Limited reserve the right to invoice the client company, if the subsidiary or associate is unable to meet its liabilities under these terms of engagement. Instructions from partnerships are accepted on the basis that all partners are jointly and severally liable for instructions correctly carried out by Land Commercial Limited and for any fees due in accordance with those instructions. Where the directors of a limited company hold 50% or more of the shares the directors agree to be personally responsible for the fees of Land Commercial Limited in the event that the company is unable to meet its obligations.

For Sale Board

I/We acknowledge and agree that once I/We have instructed Land Commercial Limited to erect a For Sale/To Let board, then any prospective Purchaser/Tenant/Assignee must be referred to Land Commercial Limited for them to conduct the Sale/Letting/Assignment at the agreed Fee level.

If during the period of this Agreement, I/We request that the removal of the Land Commercial Board, then I/We will be responsible for the payment of the sum of £50.00 + VAT in respect of same, unless Land Commercial agree to remove the Board, without making a charge.

If Land Commercial should request an Administration Fee in the sum of £..... + VAT, I/We acknowledge and agree that this fee is non-refundable but will be deducted from the Agency Fee in the event of the Sale/Letting/Assignment being completed.

5. MARKETING COSTS

The Vendor/(s) and/or their associate/(s) shall mean that the person(s) owning the property, the Directors of any company holding an interest in the property, the person(s) owning any Shares in the connection with the disposal of the property and the person(s) signing the letter of instruction overleaf and all or any of them.

6. DISPOSALS

6.1 Land Commercial Limited will be entitled to make the following assumptions, which it will be under no duty to verify, when instructed to market a property:

All information provided by the client and/or its professional advisors regarding the property is complete and correct;

Information provided as to the extent of and ownership of the property is complete and correct and that there are no encumbrances or unduly onerous or unusual easements, restrictions, outgoings or conditions attaching to the property save as specifically notified to Land Commercial Limited.

The property complies with all relevant statutory requirements, including but not limited to bye-laws, fire, health, environment and safety at work regulations and does not feature on any register of contaminated land.

The property has been constructed, and is occupied, in accordance with valid planning, building regulation and all other necessary approvals;

6.2 Land Commercial Limited will have no management role or responsibility in relation to the property. In particular, the client shall be responsible for making such security arrangements for the property as the client shall deem appropriate.

6.3 Land Commercial Limited accepts no liability or responsibility for the maintenance or repair of or for any damage to the property while unoccupied. If the property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. The client is strongly recommended to take all necessary action to protect the property from such risks, and to ensure that adequate insurance cover is in force.

6.4 It is not Land Commercial Limited's policy to provide any services for financial gain, either direct or through a connected person, to a prospective purchaser or tenant in respect of a property it is marketing, until unconditional contracts have been exchanged. Land Commercial Limited will notify the client if the prospective purchaser or tenant requests it to act on its behalf in respect of the property.

7. ACQUISITIONS

These conditions apply in like manner (mutatis mutandis) to purchases as to sales.

Whilst Land Commercial Limited will use all reasonable care and skill in identifying and negotiating the acquisition of a property to suit the client's requirements, the client shall be solely responsible for determining whether the property is suitable, and for carrying out such investigations and inspections as it deems necessary for this purpose.

Land Commercial Limited will not be responsible for making any local search, or enquiries of local or any other authorities, or investigation of title regarding the property.

Unless specifically instructed, Land Commercial Limited will not be responsible for undertaking a structural survey of any building, or for undertaking ground surveys, or for testing any services supplied to the property.

8. TERMINATION

Subject to any fixed period of appointment which has been agreed Land Commercial Limited's appointment may be terminated by either party giving 30 days' notice in writing to that effect to the other. Any outstanding fees, together with any other disbursements or marketing costs previously agreed with the client and actually incurred or committed shall be paid forthwith.

9. REFERENCES

Where Land Commercial Limited introduces a tenant or assignee for a lease of a property, where appropriate, references will be taken up and supplied to the client. Land Commercial Limited is not responsible for the interpretation of any references or accounts obtained, and it is for the client or their accountants to satisfy themselves as to the financial strength of the proposed tenant or assignee.

10. PERSONAL INTERESTS

Under the Estate Agents Act Land Commercial Limited must disclose to an intending purchaser or tenant any personal interest, however remote, in a property to be sold or let. The client is to notify Land Commercial Surveyors Limited if it is, or becomes aware of any such relationship with Land Commercial Limited's Partners or Staff.

11. JURISDICTION

These terms are subject to English Law.

12. COMPLAINTS PROCEDURE

In the unlikely event that you are not happy with the service provided I can confirm that Land Commercial Ltd has a complaints handling procedure and a copy is available upon request.

13. BANK ACCOUNT DETAILS

*Land Commercial Ltd
Branch 320 New North Road, Hainault, Essex, IG6
Sort Code 20-44-22 Account No: 60826359*