

17-19 Brook Street

Bampton

Devon

EX16 9LU

Dear Sir/Madam,

We are requesting permission to turn our fish and chip shop into living accommodation. There is already a precedent for this in Brook Street with 1 Brook Street –the bakery – becoming a residential house.

There will be minimal change to the building –we will just be turning what is currently the takeaway/shop area into a lounge (as shown on floor plans). There will be no change to the layout, size, walls or windows.

The property has been on the market for 21 months with various agents (EMF, Seddons and Stags - proof follows) showing there is no commercial interest in the re-use of the site for employment, demonstrated by suitable marketing at an appropriate price for at least 18 months. We will be shutting the shop next year due to retirement and to save it becoming an empty shop on the street, and to benefit our multi-generational household (our two families currently both live in the flat above the shop), we would like to make the property entirely residential –it is currently one dwelling and it will continue to be one dwelling.

There will be no external changes, therefore not affecting the look of the street. There will be no loss of employment – our staff members have mostly left to go to Tesco and there are other businesses in Bampton who are usually looking for staff (eg Spar). There are other takeaways (Buddys and Exmoor Pizza) as well as pubs and cafes all serving food.

Thank you,

The Lobb Family, Bampton Fish Bar.

EVERETT MASSON & FURBY AGENCY AGREEMENT

Reference no 35280

SELLERS NAME(S): MR M L OBB
("the Seller")

PRIVATE ADDRESS: As Business

TRADING NAME Bankers Asia Bank

BUSINESS ADDRESS 17-19 Belsize Green

Bankers, London

SW16 9LW

LENGTH OF OCCUPANCY _____ D.O.B(s) _____

TRADE / BUSINESS TYPE: Gen. (not financial)

TURNOVER: (annual) 1147,112 (weekly) _____

SAV: 2000 WNB: _____ P O REMUNERATION _____

TEL: _____ (Business)

EPC (Energy Performance Certificate) (Held / To Follow) _____

TEL: _____ (Home)

RATES: N/A DATE PURCHASED: 2020

MOBILE: [REDACTED]

TRADING HOURS: Tues - Sat 9am - 5pm

EMAIL: [REDACTED]

STAFF: 2 x PIT

LEASE PARTICULARS: _____

RENT: _____ per annum / month / quarter

LEASEHOLD / FREEHOLD: _____ PRICE: [REDACTED]

RENT REVIEW: _____

AGENT: **EM&F Group Limited** and (Everett Masson Furby (Agency) Ltd) (together referred to in this Agreement as "EM&F").

NATURE OF AGENCY: Sole Selling Rights / Multiple

MINIMUM PERIOD of SIX MONTHS from the date of this Agreement

AGENT'S REMUNERATION: a commission of 2 % (plus VAT) of the actual sale price for the Business and Property subject to a minimum commission of **£5,000.00** (plus VAT)

Where the sale includes the grant or assignment of any lease or sub-lease of any of the Business property, the Remuneration shall additionally include a sum equal to 10% of the first year's full rental (ignoring any rent free period or other concession) under the terms of the lease or sub-lease. Where the Remuneration is payable in circumstances where there is no actual sale (for which please see the terms and conditions overleaf) the Remuneration will be calculated by reference to the agreed selling price.

In addition to the Remuneration and other agreed costs and charges, the Seller agrees to pay to EM&F on the signing of this Agreement a registration fee in the sum of £ [REDACTED] (plus VAT)

The appointment of EM&F as selling agent for the seller is subject to the terms and conditions set out overleaf.

By signing this Agreement I/we, the seller, confirm that I/we have read and agree to the terms and conditions set out overleaf. In particular, I/we confirm that I/we have had the opportunity to consider these terms and conditions before entering into this Agreement and that I/we appreciate that by signing it I/we will be entering into a legally binding contract.

I/we understand that we may be liable to pay fees to EM&F even if a buyer is found by another agent or by me/us.

Signed [REDACTED]
Seller/authorised signatory for the Seller

Signed _____
Seller/authorised signatory for the Seller

Print Name MATTHEW LOBB

Print Name _____

We accept the appointment as the Seller's selling agent on the terms and conditions set out above and overleaf.

Signed [REDACTED]
authorised signatory for EM&F

Date 13/10/21

EMF agent. On the market for £595k from 13/10/2021 to 14/03/2023. Price reduced in October 2022.

Seddons agent. On the market for £525k from 27/10/2022 to 14/03/2023.



Energy Performance Certificate (EPC)

Energy Performance Certificates (EPCs) were introduced to help assess the energy efficiency of buildings and their effect on the environment.

EPCs are a legal requirement and need to be at least ordered prior to marketing and in place within 21 days of the start date of marketing of the property. The certificate provides 'A' to 'G' ratings for the building, with 'A' being the most energy efficient and 'G' being the least.

Accredited Energy Assessors produce EPCs with an associated report, which suggests improvements to make the property more energy efficient.

Please tick either Option A, B, C or D

Option A - Seddons to arrange at a cost of £ [] (no VAT).

I/We agree to bear all responsibility for the work and fees of any third party engaged by us in the provision of the EPC, regardless of whether such third party was introduced to us by Seddons.

Seddons shall not be responsible for failure to advise or comment on any matter which relates to the provision of an EPC and accepts no responsibility for, and will not be liable for, the acts or omissions of any third party in relation to the provision of an EPC.

Option B - Seller to arrange

I/we shall commission an EPC which we will supply to Seddons within the next seven days.

Option C - Seller already has an EPC

I/we already have an EPC for the property which will be made available or can be sourced by Seddons.

Option D - No EPC is required.

Signatures

I/We confirm that we have read and accept the Standard Terms and Conditions of the Seddons' Marketing Agreement, overleaf, and that I/we appoint Seddons to act as my/our selling agents for the sale of the Property under the terms of this Agreement.

I/We confirm that in relation to the General Data Protection Regulation May 2018.

I/We have read and agree to the provisions of the Seddons' Privacy Policy, as publicised on the website, seddons.com.

SELLER 1

Signature: []
Print Name: MR MATTHEW LOBB
Date: 27/10/22

SELLER 2 (if applicable)

Signature:
Print Name: MS EMMA TETT
Date:

SELLER 3 (if applicable)

Signature:
Print Name:
Date:

SEDDONS

We, Seddons, accept the above appointment on the terms of this agreement.

Signed []
Print Name: JO DARE
Date: 26/10/2022
Office: Bampton

Cancellation Form

Complete and return this slip ONLY IF YOU WISH TO CANCEL THE MARKETING AGREEMENT WITHIN THE FOURTEEN DAY COOLING OFF PERIOD

To: Jo Dare
Seddons' Office: Bampton

I/We hereby give notice that I/we wish to cancel the Marketing Agreement in respect of:

Address of the Property:
17-19 Brook Street
Bampton
Tiverton
Devon, EX16 9LU

Seller's Address (if different from the Property above):

SELLER 1

Signature
Date

SELLER 2 (if applicable)

Signature
Date

SELLER 3 (if applicable)

Signature
Date

Stags agent. On the market for £560k from 14/03/2023 to CURRENT (still on market – please look under commercial on Rightmove).

13th March 2023

INSTRUCTION AGREEMENT

I/We **Mr Matthew Lobb & Mrs Emma Lobb**

of 17 - 19, Brook Street
Bampton
Tiverton
Devon
EX16 9LU

appoint Stags to act as my/our agents for the sale of

("the property") 17 - 19, Brook Street, Bampton, Tiverton, Devon, EX16 9LU Our Ref **18467405**

The terms of the appointment are as follows:

1. I/We acknowledge to have received Stags' Standard Terms and Conditions which form part of this Agreement and are detailed overleaf.
2. The appointment is on the basis of sole selling rights on the terms as to remuneration costs and charges specified in the Standard Terms and Conditions.
3. There are no additional marketing or advertising charges unless these have been agreed by you and confirmed in writing by Stags. Payment will be due to Stags on receipt of invoice.
4. All payments due to Stags are subject to VAT at the standard rate for the time being in force.
5. (a) STAGS accounts for commission and any unpaid or additional agreed charges will be rendered to my/our solicitors who are hereby irrevocably authorised to accept service of all notices and proceedings relating to this matter. My/our solicitors are:

(b) If any such account shall for any reason not be paid by such solicitors I/we remain legally liable for the payment thereof and in addition thereto will pay to Stags interest at the rate of 4% above the Base Lending Rate of HSBC from time to time in force on the balance from time to time outstanding of such account from the due date to the date of payment, plus any legal costs and Stags reasonable costs in recovering payment.
6. I/We will read the draft particulars and will promptly notify Stags if they do not accurately describe the property and the fixtures included in the sale. Furthermore, I/we will notify Stags if any alterations are made to the property after the sales particulars are approved.
7. I/We have paid Stags £110 plus VAT to obtain professional photographs and a floor plan.

Signed

[Redacted Signature]
For and on behalf of STAGS

Date

14/03/23

Signed

[Redacted Signature]
Client

Date

15/3/23

Signed

Client

Date

