



**DATED** \_\_\_\_\_ **2024**

[ \_\_\_\_\_ ]

- and -

[ \_\_\_\_\_ ]

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**EXCLUSIVITY AGREEMENT**

**Relating To**

**45 Horsegate, Deeping St James, PE6  
8EW**

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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**BETWEEN:**

- (1) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] ("**Seller**"); and
- (2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] ("**Buyer**").

**BACKGROUND:**

- (A) The Buyer and the Seller intend to enter into the Transaction subject to contract.
- (B) The Seller does not intend to enter into the Transaction with anyone other than the Buyer during the Exclusivity Period.
- (C) The Buyer and the Seller are entering into this Agreement in good faith and are relying on its terms.

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement.

**1.1 Definitions:**

**"Buyer's  
Conveyancer"** [ \_\_\_\_\_ ] (reference [REF]).

**"Exclusivity  
Period"** the period starting at on the date hereof and ending at [ \_\_\_\_\_ ] on [ \_\_\_\_\_ ].

**"Property"** 45 Horsegate, Deeping St James, PE6 8EW being all of the land registered with title absolute at HM Land Registry under title number LL378772.

**"Seller's  
Obligations"** the obligations of the Seller set out in clause 2.

**"Seller's Conveyancer"** Emma Cook of Roythornes Limited, Enterprise Way, Pinchbeck, Spalding PE11 3YR (reference EZH.WAR0477-0002).

**"Transaction"** the proposed sale of the Property.

**"Transaction Documents"** the draft sale and purchase agreement, the draft transfer and all title documentation and information to deduce title in accordance with the draft sale and purchase agreement.

**"VAT"** value added tax or any equivalent tax chargeable in the UK.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 References to clauses are to the clauses of this Agreement.

1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.6 A reference to **writing** or **written** includes fax but not email.

## 2. **SELLER'S OBLIGATIONS**

2.1 In consideration of the Buyer paying to the Seller £10,000.00 (receipt of which is acknowledged) the Seller undertakes:

2.1.1 during the Exclusivity Period not to send, instruct or allow anyone else to send any Transaction Documents to anyone other than the Buyer's Conveyancer; and

2.1.2 during the Exclusivity Period, not to (nor instruct or allow anyone else to):

2.1.2.1 encumber or deal with the title to the Property except with the Buyer; or

2.1.2.2 solicit or respond to any approach to encumber or deal with the title to the Property with anyone other than the Buyer.

3. **BUYER'S OBLIGATIONS**

In consideration of the Seller undertaking the Seller's Obligations, the Buyer undertakes on the date following the date hereof to instruct the Buyer's Conveyancer to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work necessary to enable contracts for the Transaction to be exchanged as soon as possible.

4. **TERMINATION**

4.1 The Buyer may terminate this Agreement with immediate effect by written notice to the Seller.

5. **TIME OF THE ESSENCE**

Time is of the essence for the purposes of this Agreement.

6. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

Signed by [ ] .....

Signed by [ ] .....