

Authority to Act in respect of Electricity Equipment

Name of owner (1):	Forename(s):
	Surname:
Name of owner (2):	Forename(s):
	Surname:

Correspondence Address (if different):		
		Postcode:

Contact Telephone:	Tel 1:	Tel 2:
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Email Address/es:	
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I/we have read the terms of engagement (below) and now wish to appoint Mark Ferguson Ltd to act on my/our behalf.

Signed..... **Dated**...../...../.....
For and on behalf of all registered owners

TERMS OF ENGAGEMENT

- Mark Ferguson Ltd ("the Company") act as our sole agent in negotiating the terms of a new agreement in respect of the existing underground, overhead power lines, fibre optic cables, poles, stays, transformers or other equipment which is currently in situ.
- The Company is entitled to a commission fee of 17.5% plus VAT of any settlements of up to £100,000 and 15% + VAT thereafter payable on completion of a new wayleave or easement agreement.
- I/we understand that, in addition to the commission referred to in (2) above, the Company will also be entitled to any agents/surveyors' fee which the electricity network is prepared to award. The relevant electricity network fee is payable by the electricity network (normally directly to the Company) and is separate from and in addition to the consideration paid to the landowner in respect of the grant of a new wayleave or easement, however, in the event that electricity network fail to pay the surveyors' fee in part or in full, the shortfall will become payable from the compensation monies in addition to the commission in (2) above.
- The instruction is subject to the consumer's right to cancel this agreement within the period of 14 days ("the cooling off period") provided by the Consumer Contracts Regulations 2013 by giving written notice. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform the Company (Mark Ferguson Limited 2 Vale Lodge Rolleston Road Skeffington Leicester LE7 9YD or email - mf@markfergusonltd.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- Following the expiry of the cooling off period the Company will carry out legal searches to ascertain and review any existing rights, submit the claim and enter negotiations with relevant electricity network and the appointment will continue for the full duration of the claim process (which normally takes between six months and twenty-four months depending on the relevant electricity network's budgets).
- I/we understand that the Company operates in accordance with the RICS Professional Statement – Surveyors advising in respect of compulsory purchase and statutory compensation (1st edition, April 2017) and the terms of that statement will apply to the way in which the Company deals with the claim.
- I have read the client data privacy policy set out at <http://www.markfergusonltd.com/privacy-policy>

Equipment	On Property
Single Pole	
Pole & Stay	
Stay Only	

Date Purchased:	
Estimated Current Property Valuation	



Overhead Lines Only	
Underground Cables	Yes

Do you receive an annual payment?	
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