



Údarás Rialála
Seirbhísí Maoine
Property Services
Regulatory Authority

Property Services Agreement

Letting of Land

Sole Agency

Or

Joint Agency

Or

Multiple Agency

The Headings which are **bold, underlined and marked with an asterix (*)** are items which must be addressed in this Agreement.

DELETE OPTIONS PROVIDED AS REQUIRED



1. *Parties to the Agreement

This Agreement is between:

* **Client Name(s):** _____
 * **Address:** _____

(hereinafter referred to as the "Client").

AND

* **Agent's Name:** _____
 * **Business Name:** _____
 * **Business Address:** _____

* **PSRA Business Licence No:** _____ ***Telephone No:** _____

***Other Business Contact Details:** _____

(hereinafter referred to as the "Agent").

2. *Licence

The Agent confirms that they are the holder of a current licence, to provide this property service, issued by the Property Services Regulatory Authority under the Property Services (Regulation) Act 2011.

3. *Appointment of Agent

The Client appoints the Agent to provide a letting service described in Schedule I of this agreement.

4. *Property Service to be Provided

4.1 Additional elements of property services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the Agents re-issuing, in duplicate, signed copies of that part of the Schedule including the additional element(s). The Client should sign and return one copy to the Agent (who sent the re-issued Schedule) within 7 working days. Should the Client fail to sign and return a copy of the Part of the Schedule within 7 working days the Agents are precluded from providing those additional element(s).

4.2 The Agents may decline a request to provide services which are not included in this Agreement.

4.3 In the interests of effective responses to extreme emergency situations (e.g. flood, fire, severe storm damage, etc.), the Agents will not unreasonably decline a request from the Client to provide services which are within the Agents' competence or to arrange for those services to be delivered. Written confirmation, as referred to in 4.1, need not be provided



prior to the provision of such emergency services but shall be provided within 7 working days of the provision of the service.

5. *Description of the Agency Agreement (delete as appropriate)

The nature of the agency agreement is that of Sole Agency. As Sole Agent <NAME OF AGENT> is the only agent with the right to let the property for the duration of this agreement.

The Client shall:

- not let the property through any other agent for the duration of this agreement and
- be liable to pay the Agent the agreed fees set out in Clause 10.1, in addition to any other agreed outlays set out in Clause 10.3 if, within the period specified in Clause 11.3.2 of the termination of this agreement, the property is let to a person:
 - introduced by the Agent, or
 - with whom the Agent had negotiations about the land, or
 - introduced by any other agent, during the period of this agreement.

OR

The nature of the agency agreement is that of Joint Agency. As Joint Agents <NAMES OF AGENTS> are the only agents with the right to let the property for the duration of this agreement and agree to share the fees set out in Clause 10.

The Client shall:

- not let the property through any other agent for the duration of this agreement and
- be liable to pay the Agents the agreed fees set out in Clause 10.1, in addition to any other agreed outlays set out in Clause 10.3 if, within the period specified in Clause 11.3.2 of the termination of this agreement, the property is let to a tenant:
 - introduced by one of the Agents, or
 - with whom one of the Agents had negotiations about the property, or
 - introduced by any other agent, during the period of this agreement.

OR

The nature of the agency agreement is that of Multiple Agency. <NAME OF AGENTS> is one of a number of Agents with the right to let the property for the duration of this agreement.

The Client shall:

- reserve the right to let the property through any other agent during this agreement and
- be liable to pay the Agent the agreed fees set out in clause 10.1 , in addition to any other agreed outlays set out in clause 10.3 where a tenancy has been arranged by the Agent and entered into by the tenant.

6. *Particulars of Property

6.1 *Description of the Property

A description of the property is set out in Schedule I of this Agreement.

6.2 * Advised Letting Value

The advised letting value of the property is estimated (at <ALV>) **OR** (to fall between <LOW ALV> and <HIGH ALV>).

6.3* Contents, Fixtures and Fittings

Details of the contents, fixtures and fittings are set out in Schedule III of this Agreement.



7. *Duration of Agreement

7.1 *The Agreement shall commence on <DATE 1/EVENT> and shall continue in force until <DATE 2/EVENT>.

7.2 *Proposed Duration of Letting

The proposed duration of the letting is for a period of <PROPOSED DURATION>.

8. *Obligations of the Agent

- 8.1.** The Agent shall perform the services in a good and efficient manner, diligently and with the degree of skill and management expected of a professional property services provider.
- 8.2** The Agent confirms that they are competent to provide the services required by the Client.
- 8.3** The Agent confirms that they will act in the best interests of the Client at all times and confirms that they are not aware of any conflict of interest that would interfere with the provision of services in a proficient and professional manner.

9. *Obligations of the Client

- 9.1** The Client confirms that they are the full beneficial owner of the subject property, and are fully authorised to act in all matters relating to this Agreement.
- 9.2** The Client confirms that the property is in a good and tenable condition and that all plumbing, electrical and heating systems are fully serviced and in proper working order. The Client confirms that they will endeavour to maintain the property in accordance with minimum standards for private rented dwellings under the Housing (Standards for Rented Houses) Regulations 2017 and will promptly act on any notices served by the relevant Local Authority or other officials in relation to the property.
- 9.3** The Client confirms that they will present the property in a condition suitable for viewing and make the property available for viewing by the Agent at all reasonable times.
- 9.4** Should the Client let any part of the property otherwise than through the Agent then the obligations of the Client are set out in Schedule IV.

10. *Fees, Outlays & Invoicing

10.1 * Agent's Fee / Commission & VAT

The Agent's fee shall be <FEE STRUCTURE>

OR

Where the fee structure is a percentage of the advised letting value then the Agent's fee shall be €<CALCULATED FEE> **OR** between €<CALCULATED LOW FEE> and €<CALCULATED HIGH FEE> (where the advised letting value is given as a range).

The fee shall be subject to VAT at prevailing rate at the time (currently <VAT RATE>%).

The fee shall become payable to the Agent on <SPECIFY CONDITION(S)>.

10.2*Advertising Costs



The Client shall be liable for all agreed advertising cost in addition to the fee at 10.1.

10.2.1 The Agent will advertise the property detailed in Schedule I on <STATE AGREED FORM/LOCATION OF ADVERTISEMENT OF PROPERTY>.

10.2.2 The advertising costs (paid or to be paid by the Agent for and on behalf of the Client in respect of the letting of the property) which have been agreed are €<ADVERTISING COSTS> (exclusive of VAT).

The advertising costs shall be subject to VAT at prevailing rate at the time (currently <VAT RATE>%).

10.2.3 Any additional advertising costs will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed advertising costs will become payable <SPECIFY CONDITION(S)>.

10.3 Expenses & Outlays

The Client shall be liable for all agreed outlays incurred by the Agent. The outlays (i.e. disbursements made or to be made or expenses incurred or to be incurred by the Agent for and on behalf of the Client in respect of the letting of the property) which have been agreed to the amount of €<OUTLAY VALUE> (inclusive of VAT). Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Agent.

10.4 The agreed outlays will become payable <SPECIFY CONDITION(S)>

10.5 Property Maintenance and Repair Expenses

Arrangements <WILL> **OR** <WILL NOT> be made by the Agent for necessary maintenance to be carried out during the term of the letting as part of the Letting Management. Where the Agent arranges for maintenance and repairs, expenditure on such work (**will be agreed with the Client before any work is carried out**) **OR** (<SPECIFY LEVEL OF DELEGATION>) **OR** <all costs incurred by the Agent will be the responsibility of the Client.>

The Client is responsible for compliance with the Housing (Standards for Rented Houses) Regulations 2017 and any maintenance or repairs carried out or arranged by the Agent under this Agreement do not change the Client's responsibility in this respect.

10.6 Invoicing Arrangements

The Agent's fees, in addition to the advertising, expenses, repair and maintenance costs or additional services undertaken will be deducted from the rental payments received by the Agent. The balance of the rental payment will be paid to the Client. The Agent will issue an invoice showing the payment received and all deductions made.

OR

Any rental payments received by the Agent will be paid, without deduction, to the Client and the Client will be invoiced by the Agent in respect of fees, advertising, expenses and maintenance and repair costs and for any other additional services undertaken.



11. *Termination of the Agreement

11.1 *Notice Period for Termination

This Agreement may be terminated by either party by giving <NOTICE PERIOD> written notice.

OR

This Agreement may be terminated without penalty at any time with the mutual consent of the parties.

11.2 Termination Events

This Agreement may be terminated without notice by the Client where the Agent:

- a) is in material breach of the Agreement and fails to remedy such breach within <SPECIFY PERIOD> of having been notified, in writing, by the Client; or
- b) is an individual who is declared bankrupt; or
- c) is a body corporate which is wound up or liquidated; or
- d) is a partnership and any one of the partners is declared bankrupt; or
- e) has had his/her licence suspended, not renewed or revoked; or
- f) has a conflict of interest in relation to this Agreement and the Client does not consent, in writing, to the Agent continuing to act for the Client; or
- g) <SPECIFY OTHER CONDITION(S)>.

This Agreement may be terminated without notice by the Agent where the Client:

- (i) fails to pay any amount owing to the Agent under this Agreement, or
- (ii) acts or fails to act so as to prevent the Agent from properly carrying out the Agent's obligations under this Agreement, and
- (iii) having been notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within <SPECIFY PERIOD> of such notification, or
- (iv) <SPECIFY OTHER CONDITION(S)>.

11.3 * Consequences of Termination of Agreement

11.3.1 When this Agreement is terminated the Client shall be liable to:

- a) pay for all agreed advertising incurred by the Agent up to the date of termination, and
- b) pay the Agent's fees where a tenancy has been arranged and the tenant is a person:
 - (i) introduced by the Agent; or
 - (ii) with whom the Agent had negotiations about the tenancy prior to the termination of the Agreement; or
 - (iii) introduced by another agent prior to the termination of the Agreement, and
- c) pay any charges in respect of maintenance and repairs and for any other additional services undertaken by the Agent up to the date of termination of this Agreement.



11.3.2 The Agent shall not be entitled to a fee where the property is let more than <SPECIFY PERIOD> after the termination of this Agreement.

11.3.3 The Agent, when this Agreement is terminated:

- a) shall not impede the introduction of a new Agent, and
- b) subject to Data Protection regulations, shall transfer all relevant records held which are the property of the Client to the Client or a person nominated by the Client, including the transfer of electronic records promptly and without delay and in any event no later than <SPECIFY PERIOD> days after termination.

12. *The Client Account

12.1 * Client Account

In the case of Joint/Multiple Agency Agreements – details of each client account must be provided

The Agent's client account in respect of this Agreement is <NAME ON ACCOUNT> and is held at:

Name of bank: _____

Address: _____

12.2 *Details on the Deposit of Moneys

The Agent shall deposit moneys received in respect of the tenancy into the Agents Client Account in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulation 2012.

The deposit to be sought by the Agent shall be <DEPOSIT AMOUNT> **OR** <METHOD TO CALCULATE IT> and must be received by the Agent <WHEN DEPOSIT SHOULD BE RECEIVED>.

Any moneys paid by a person to the Agent by way of a “booking deposit” to secure the tenancy will be held in the Agent's "Client Account". When the person enters the tenancy, the “booking deposit” shall be paid to the Client as part of the rental payment. Where no tenancy is entered into, the “booking deposit” shall be refunded in full to the payee.

Any moneys paid by a person to the Agent as a “security deposit” to be held against breaches of the tenancy, such as damages or non-payment of rent, will be paid into the Agent's "client account". The “security deposit” shall be <paid to the Client once the tenant has entered into the tenancy> **OR** <held by the Agent as directed by the Client. The Agent shall advise the tenant where the security deposit is held and who is responsible for the refund of the security deposit at the determination of the lease.>

12.3 * Interest on Client Moneys

Any interest credited to the client account in respect of monies held by the Agent will be dispersed in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012 (SI No. 199/2012).



13. * Conflict of Interest

- 13.1 The Agent affirms that no conflict of interest exists that would prevent the Agent from providing the property service for the Client.
- 13.2 Where the Agent identifies the existence of, or the potential for, a conflict of interest he/she will, as soon as practicable, inform the Client, in writing, of the circumstances.
- 13.3 The Agent will immediately inform the Client in writing where the Agent is offered any form of inducement in relation to the matters covered by this Agreement.
- 13.4 The Agent will not benefit, financially or otherwise, from any party or service provider engaged in relation to any matter covered by this Agreement without the written permission from the Client.

14 * Professional Indemnity Insurance

In the case of Joint/Multiple Agency Agreements – details of each insurance policy must be provided

The insurance company which holds the Agent’s professional indemnity insurance cover is:

Insurer’s Name: _____

Address: _____

Policy number: _____

15. * Records to be kept by Agent

The Agent will retain a record of the services provided on foot of this Agreement for a period of 6 years after the completion of the letting of the property.

Accounting records shall be preserved by the Agent for a period of 7 years.

Such records to include:

- The signed copy of this Agreement;
- The statement of fees and outlays including any interim statement;
- A copy of all promotional material associated with the property service provision;
- A copy of all communications relating to the property, both written and electronic, between the Agent and the Client;
- A copy of all communications relating to the property, both written and electronic, between the Agent and the Tenant;
- Statement(s) of advised letting value;
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

16. Force Majeure

In the interests of effective responses to extreme emergency situations (e.g. flood, fire, severe storm damage, etc.), the Agent will not unreasonably decline a request from the Client to provide services which are within the Agent’s competence or to arrange for those



services to be delivered. Written confirmation, need not be provided prior to the provision of such emergency services but shall be provided within 7 days of the provision of the service.

17.* Signing of Lease

Where a lease is provided to the tenant, the Agent shall not sign the lease on behalf of the Client unless they have obtained written authorisation from the Client.

18. *Complaints and Redress Procedures

18.1 Any complaint which the Client may have arising under or in connection with this Agreement may be dealt with by <NAME AND CONTACT DETAILS OF THE PERSON WHO WILL BE THE POINT OF CONTACT FOR THE CLIENT>.

18.2 The Client must detail the complaint in writing to the above mentioned person.

18.3 The above mentioned person will consider the complaint and issue a response to the complainant in writing within 10 working days of receipt.

18.4 <Where the complaint is not resolved to the satisfaction of the Client, the Client may refer the matter for mediation facilitated by a mediator. The mediator shall be nominated by the Client for approval by the Agent. The cost of mediation shall be met equally by both parties.>

OR

<Where the Client is dissatisfied with the response to the complaint received from the Agent, the Client may make a complaint to:

Property Services Regulatory Authority
Abbey Buildings
Abbey Road
Navan
Co Meath
C15 K7PY>

19. *Statement of obligations on the Licensee pursuant to section 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended)

The Agent is obliged under *Sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended)* to report to An Garda Síochána and the Revenue Commissioners suspicious transactions and transactions involving places designated under Section 32 of that Act.

20. Indemnity

20.1 The Agent has no liability:

- a) for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the property; or
- b) for any disrepair, defect or danger (hidden or otherwise) in the property, and accordingly the Client indemnifies the Agent against all claims, demands, losses or proceedings relating to or arising from any such inherent disrepair, defect or danger (hidden or otherwise).



- 20.2** The Client indemnifies the Agent against all claims, demands, losses or proceedings relating to or arising from the performance (or non performance) by the Agent of its obligations under this Agreement **except** to the extent that such claims, demands, losses or proceedings relate to or arise from the Agent's wilful act or neglect.
- 20.3** The Agent is not liable to the Client if the Agent fails to do any act it is obliged to do, if such failure arises from the Client's failure to properly instruct and/or make the appropriate decision in relation to such act.

21. No Partnership/Employee/Employer Relationship

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

22. Entire Agreement

This Agreement, which contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties. It shall not be modified except in writing signed by each Party to the Agreement.

23. No Representation

The Parties acknowledge that in entering into this Agreement, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided in this Agreement. All conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

24. Severance

If any provision of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the effected provision.

25. Waiver

Any waiver by either Party of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provisions thereof.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland and the Parties irrevocably submit to the jurisdiction of the Courts of Ireland.

27. Data Protection

<NAME OF BUSINESS ENTITY> will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website [insert website] for more information on how your information is used and your rights in relation to this.

OR

<NAME OF BUSINESS ENTITY> will process all your personal information in accordance with the relevant Data Protection laws. A copy of the Privacy Statement is attached for your information.



28. *Signatures

Print
Name: _____
Licensed Agent Only

Print
Name: _____
Client

Signed: _____
Licensed Agent Only

Signed: _____
Client

Negotiator
Licence No. _____

Date: _____

Date: _____



Property Services Agreement for the Letting of Land

SCHEDULE I

Particulars of Property for Letting

Address of Property:

***Folio Number:** _____

(The folio number of the property must be included (if appropriate) and in circumstances where the address is insufficient to fully identify the property maps/drawings may be appended as appropriate.)

Description of Property:

SECTION A

RESIDENTIAL PROPERTY

Detached <input type="checkbox"/>	Semi-detached <input type="checkbox"/>	Duplex <input type="checkbox"/>	Terraced <input type="checkbox"/>	Apartment <input type="checkbox"/>
No. Bedrooms: _____		No. Living Rooms: _____		
Total Floor area: _____ Sq. Mt.				

Other Particulars (including details of partial/fully furnished, car parking, etc.):-



=====

SECTION B

COMMERCIAL/INDUSTRIAL

Property description **Retail** **Office** **Industrial** **Other**

Please specify where "Other": _____

Total Floor Area of Property the subject of the lease: _____ Sq Mts. (Net/Gr.)
 (Indicate whether net or gross area)

Area Usage			
Floor No. (e.g. Gr, 1st)	Usage (e.g. Retail, Office)	Area (In Sq. Mts)	ITZA* (where applicable)

* ITZA (In Terms of Zone A) refers to a method of 'zoning' retail rents. In simple terms 'Zone A' refers to the area of a retail premises which falls within a 6m depth of the shop frontage. 'Zone B' is the 6m depth behind 'Zone A', 'Zone C' the 6m depth behind 'Zone B' and so on. ITZA allows a price per square foot figure to be quoted for the rent making rental comparables easier.

Are there Ancillary Demised Areas (e.g. car parking, storage, yards)? Yes No

If "Yes", Specify Particulars:

Height of Eaves (Where relevant - in meters): _____ Mts.



=====

SECTION C
AGRICULTURAL LAND

Area in Hectares: _____

	Agistment	Conacre	Forestry
Use	ha	ha	ha

Details of Work to be Carried out by Tenant (e.g. Fencing, Drainage, Reseeding, Hedge removal, Liming, etc.) :

Details of Buildings (e.g. Barns, Outhouses, etc.) :





Property Services Agreement for the Letting of Land

SCHEDULE II

***Particulars of services to be provided**

Part I: Letting Services

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

- Carry out an inspection of property to determine Advised Letting Value.
- Photograph the interior and exterior of the property for the purpose of establishing its condition.
- Market/advertise the property.
- Show property to prospective tenants.
- Request <SPECIFY NUMBER> references of prospective tenants /screen prospective tenants/request guarantor (*Delete as necessary*).
- Provide references to the Client for adjudication in advance of signing of tenancy agreement.
- Agree an inventory of the contents of the property with the tenant.
- Supply a copy of the inventory to the tenant.
- Get tenant to acknowledge accuracy of inventory and sign it.
- Get the lease, provided by the Client, signed by the tenant and give the keys (and the property security alarm instructions) to the tenant.
- Give the tenant a copy of the "house rules" (when the property is part of a multi-unit development).
- Read [gas/electricity/water/utility] meters and transfer those utilities into the tenant's name.
- Notify the tenant of waste disposal arrangements.
- Notify the tenant of the arrangements for services such as broadband, telephone, television.
- Notify the tenant of contact details for repairs and maintenance.
- Notify the tenant of arrangements for rent payment.
- Accept the tenancy booking deposit.
- Accept the tenancy security deposit.
- Accept any advance of rent.
- Register the tenancy with the Residential Tenancies Board on behalf of the Client.
- Other [to be agreed].



Part II: Letting Management

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

DURING TENANCY

- Arrange for rent collection and remittance to Client within <SPECIFY TIME>.
- Carry out inspection(s) of the property every <STATE FREQUENCY> annually.
- Following inspection of property, licensee shall furnish Client with written inspection report(s) together with photographs of the interior and exterior of property.
- Act as the point of contact for tenants in relation to all repairs and maintenance and arrange as necessary for:
 - Repairs/replacement of damaged items
 - Maintenance of essential items and services
 - Window cleaning
 - Internal cleaning
 - Grounds maintenance
 - Other maintenance [as agreed]

AT END OF TENANCY

- Retrieve the keys from the tenant.
- [Change] or [Arrange to change] the security alarm codes.
- Note the readings on the [gas/electricity/water/utility] meters.
- Carry out an inspection of the property (noting any visible changes from the initial condition).
- Photograph the interior and exterior of the property.
- Check the inventory of the contents of the property.
- Invite tenant to include their observations on the inventory/condition of the property/the readings from the utility meters.
- [Request] or [Arrange for the request of] the final accounts for various utilities.
- Assess the extent of repairs/maintenance work necessary and advise Client accordingly.
- Calculate the amount, if any, of the “tenancy deposit bond” to be deducted to cover breaches of the tenancy and appraise Client.
- Other [to be agreed].



Part III: Additional Services

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

IN PREPARATION FOR A NEW TENANCY

- Repairs/replacement of damaged items
- Maintenance of essential items and services
- Window cleaning
- Internal cleaning
- Grounds maintenance
- Other maintenance [as agreed]



Property Services Agreement for the Letting of Land

SCHEDULE III

***Details of Contents, Fixtures and Fittings**



Property Services Agreement for the Letting of Land

SCHEDULE IV

***Obligations of the Client**



Notes

1. Blank copies of this Specified Form: Property Services Agreement may be obtained from the Property Services Regulatory Authority (PSRA) website (www.psr.ie). The format of the Agreement may be reproduced on the licensee's headed notepaper.
2. In designing this Specified Form, it provides for Sole Agency, or Joint Agency and/ or Multiple Agency Agreements. Within some sections of this Agreement, to facilitate the relevant type of Agreement, this form provides optional text which may be accepted or deleted as appropriate. Where text is provided and forms no part of this Agreement, the relevant text should be deleted.
3. This Agreement must be signed by a PSRA Licensed Agent and the Client. Any amendment to this agreement must be signed by both parties.
4. Items in <BLUE TEXT> within < > should be replaced with the appropriate text e.g. "...on <START DATE> and..." could be changed to "...on 10 August 2016 and...".
5. The headings in the Specified Form which are **bold, underlined and marked with an asterix (*)** are heads of agreement which must be addressed in the Property Services Agreement in accordance with Parts 1 and 3 of Schedule 2 of the Property Services (Regulation) Act 2011 (the relevant provisions have been extracted at Appendix 1 to these notes).

The terms of agreement in this Specified Form are suggested provisions only and the Property Services Regulatory Authority does not accept any liability with respect to their application or enforceability.

The Client and the Agent (Licensee) may make amendments to these terms of agreement and/or agree different terms in respect of the said headings. However, it is the Agent's responsibility to ensure that in undertaking any amendment of the Specified Form - Property Services Agreement and/or agreeing any different terms, the provisions of Schedule 2 of the Property Services (Regulation) Act 2011 are complied with in clear and unambiguous terms.

6. Separately, those heads of agreement which are in bold only are optional and may be deleted in full or amended as appropriate. The Client and the Agent may also agree terms in respect of heads of agreement which are not provided for in this Specified Form. The additional terms of agreement in this Specified Form are suggested provisions only and the Property Services Regulatory Authority does not accept any liability as to the adequacy of the heads and/or terms of agreement under this Property Services Agreement or with respect to their application or enforceability.
7. This form PSRA/S43 Form C-2018 was specified on 01 October 2018 and replaces PSRA/S43 Form C1-2014; PSRA/S43 Form C2-2014 and PSRA/S43 Form C3-2014; PSRA/S43 form C1A which were all specified on 7 October 2014.
8. It is not necessary to set aside an existing Property Services Agreement to use this revised Property Services Agreement. However, Clients and Agents may do so if they agree to same.

**Appendix 1****Part 1 and Part 3 from Schedule 2 of the Property Services (Regulation) Act 2011**

SCHEDULE 2

Information to be Contained in Property Services Agreements

PART 1

PROPERTY SERVICES AGREEMENTS — GENERAL

1. A property services agreement in respect of the provision of a property service shall include—
- (a) the name, registration number, business address and other business contact details of the licensee,
 - (b) any business name of the licensee,
 - (c) details of the property services to be provided by the licensee,
 - (d) particulars of the subject matter of the agreement (including the folio number of the land, if appropriate),
 - (e) the amount or the rate, as the case may be, of any commission or other fee payable by the client under the agreement and the circumstances under which the commission or fee, as the case may be, becomes payable,
 - (f) particulars of the rate of value added tax payable,
 - (g) the period during which the rights or obligations of the client or licensee are to have effect under the agreement,
 - (h) the length of notice to be given in the event of the termination of the agreement by the client or licensee, and the consequences,
 - (i) a statement of the obligation (if any) on the licensee, pursuant to sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, to report, to the Garda Síochána and the Revenue Commissioners, suspicious transactions and transactions involving places designated under section 32 of that Act,
 - (j) affirmation that no conflict of interest exists which would prevent the licensee providing the property service,
 - (k) details of the professional indemnity insurance of the licensee,
 - (l) details of the records to be kept by the licensee in respect of the provision of the property service,
 - (m) the name and address of the bank in which the licensee's client accounts are kept,
 - (n) details on the deposit of moneys paid to the licensee by the client and the application of any interest earned thereon, and
 - (o) complaints and redress procedures put in place by the licensee.



PART 3

Property Services Agreements for Letting of Land

3. Without prejudice to the generality of *Part 1*, a property services agreement for the letting of land shall also include—

- (a) the proposed duration of the letting and the advised letting value of the land,
- (b) a description of the agency model (sole agency, joint agency or multiple agency),
- (c) in the case of a fee or commission expressed as a percentage of the advised letting value of the land—
 - (i) if *paragraph (a)* of the definition of “advised letting value” in *section 2(1)* is applicable, the estimated total amount payable,
 - (ii) if *paragraph (b)* of the definition of “advised letting value” in *section 2(1)* is applicable, the estimated range within which the total amount payable would fall,
- (d) the terms on or subject to which the client agrees to advertising the land and the amount of advertising outlay,
- (e) the obligations (if any) which will apply to the client should he or she let any part of the land otherwise than through the licensee concerned, and
- (f) a schedule of contents and fixtures and fittings to be included in the letting, if applicable.

[END EXTRACT]