

**Údarás Rialála**

**Seirbhísí Maoine**

**Property Services**

**Regulatory Authority**

**Property Services Agreement**

**Sale of Land**

**Sole Agency**

****

**1**. **\* Parties to the Agreement**

This Agreement is between:

**\* Client Name(s):** «FirstNames»«LastName»

**\* Address:** «AddressLine1»«AddressLine2»«AddressLine3»

(Hereinafter referred to as the “Client”).

**AND**

**\* Agent's Name:** «UserName»

**\* Business Name**: «CompanyFirstNames»

\* **Business Address:** «CompanyAddress»«CompanyAddress»

\* **Telephone No:** «UserMobileTelephone» «UserTelephone»

**\* Other Business Contact Details**: «UserEmail» «SiteTelephone»

**\* PSRA Business Licence** **No:** «CompanyLicenceNumber»

 (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. \* Property Service to be Provided**

The Client appoints the Agent for the duration of the Agreement to sell on behalf of the Client the property described in Schedule I of this Agreement.

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

The nature of the agency agreement is that of **Sole Agency**. As Sole Agent, «SiteName» is the only agent with the right to sell the property for the duration of this agreement.

The Client shall:

* not dispose of 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 9.1 in addition to any other agreed costs/outlays or charges set out in clause 9.3 if, within the period specified in clause 10.3.2 of the termination of this agreement, contracts for the sale of the property are exchanged with a purchaser:
	+ introduced by the Agent, or
	+ with whom the Agent had negotiations about the property, or
	+ introduced by any other agent, during the period of this agreement.

The Client shall:

* not dispose of the property through any other agent(s) for the duration of this agreement and
* be liable to pay the Agents jointly the agreed fees, set out in Clause 9.1 in addition to any other agreed costs/outlays or charges set out in Clause 9.3 to this agreement if, within the period specified in Clause 10 of the termination of this agreement, contracts for the sale of the property are exchanged with a purchaser:
* introduced by either of the Agents, or
* with whom either of the Agents had negotiations about the property, or
* introduced by any other agent, during the period of this agreement.

**5. \* Particulars of Property**

**5.1 \* Description of the Property**

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

**5.2 \* Advised Market Value**

The advised market value of the property is estimated at «PropertyPrice»

**6. \* Duration of Agreement**

**6.1** The Agreement shall commence on «TenancyAgreementReturnedDate» and shall continue in force until <**DATE 2**>.

**6.2** Pursuant to S.I 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, where an LoE/PSA is signed with an individual Client (and not a business Client) by way of either distance contract (e.g. E-Signature) or at a place that is **not** the **Agents business premises**, a “Cooling Off” period of 14 days is applicable.

The “Cooling Off” period entitles the Client to cancel the LoE/PSA within 14 days of the date the agreement is signed by both parties.

**7. Obligations of the Agent**

**7.1** 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.

**7.2** The Agent confirms that they are competent to provide the services required by the

Client.

**7.3** 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 the services in a proficient and professional manner.

**8.** \* **Obligations of the Client**

**8.1** The Client confirms that they are the full beneficial owners of the subject property, and

are fully authorised to act in all matters relating to this Agreement.

**8.2** The Client confirms that they are not aware of any impediment to the sale of the property

and confirms that they will make the agent aware of any impediment, as soon as

 reasonably possible, should any matter arise.

**8.3** The Client confirms that they will make the property available for viewing at all

reasonable times and that the property will be presented in a manner agreed with the

 agent, so as not to impede the sale process.

**8.4** Should the Client sell any part of the land other than through the Agent or Agents (multi

agency agreement)then the obligations of the Client are set out in Schedule II.

**9. \* Fees, Outlays & Invoicing**

**9.1 \* Agent's Fee / Commission & VAT**

The Agent’s fee shall be «PropertyCommission».

The fee shall be subject to VAT at prevailing rate at the time (currently) «PropertyCommissionVAT»

The fee shall become payable to the Agent on the date the contract for the sale of the property is concluded.

Where the sale is through a multi-agency agreement the full conditions relating to the fee may be detailed in Schedule II.

**9.2 \* Advertising Costs**

The Client shall be liable for all agreed advertising costs in addition to the fee at 9.1.

**9.2.1** The Agent/s will advertise the property detailed in Schedule I on the following portals

DAFT [ ]  MyHome [ ]  Property Pal[ ]

**9.2.2** The advertising costs (paid or to be paid by the Agent for and on behalf of the Client in respect of the selling 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 «PropertyCommissionPercentVAT»«PropertyCommissionVAT»%)

**9.2.3** 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 on signing of this Agreement.

**9.3** **\* 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 selling the property) have been agreed, to the amount of €<**OUTLAY VALUE**> (exclusive of VAT).

Expenses or outlays will be subject to VAT at prevailing rate at the time (currently «PropertyCommissionPercentVAT»).

Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed outlays will become payable on signing of this Agreement.

**9.4 Invoicing Arrangements**

The fees will be deducted from the deposit received by the Agent. The Agent will issue an invoice showing the deposit received and deductions made. The balance of the deposit is then forwarded to the«SolicitorBusinessCompany»

**10. \* Termination of the Agreement**

**10.1 \* Notice Period for Termination**

This Agreement may be terminated by either party by giving 1 month written notice.

**10.2 Termination Events**

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

1. is in material breach of the Agreement and fails to remedy such breach within 14 days of having been notified, in writing, by the Client; or
2. is an individual who is declared bankrupt; or
3. is a body corporate which is wound up or liquidated; or
4. is a partnership and any one of the partners is declared bankrupt; or
5. has had his/her licence suspended, not renewed or revoked; or
6. 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.

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

1. fails to pay any amount owing to the Agent under this Agreement, or
2. acts or fails to act so as to prevent the Agent from properly carrying out the Agent’s obligations under this Agreement, and
3. having being notified in writing by the Agent of any matter referred to in (a) or (b) fails to address such matter within 14 days of such notification, or

**10.3 \* Consequences of Termination of Agreement**

**10.3.1** 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 sale has been arranged and the purchaser is a person or entity

(i) introduced by the Agent; or

(ii) with whom the Agent had negotiations about the sale prior to the termination of the Agreement; or

(iii) introduced by another Agent prior to the termination of the Agreement, and

(c) pay any agreed expenses and outlays incurred by the Agent up to the date of termination.

**10.3.2** The Agent shall not be entitled to a fee where the property is sold more than **1 month** after the termination of this Agreement

**10.3.3** 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 **14 days** after termination.

**11. \* The Client Account**

**11.1 \* 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 «AccountName» and is held at:

**Name of Bank:** «SiteBankAccountName»

**Bank Details:** «SiteBankAccountIBAN»

 «SiteBankAccountSortCode»

**11.2 \* Details on the Deposit of Moneys**

The Agent shall deposit moneys received from the purchaser into the Agent’s Client Account in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**11.3 \* Interest on Client Moneys**

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

**12. \* Conflict of Interest**

**12.1** The Agent affirms that no conflict of interest exists that would prevent the Agent from

providing the property service for the Client.

**12.2** 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.

**12.3** 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.

**12.4** 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.

**13. \* 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: «CompanyInsuranceProvider»**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Policy Number:** «CompanyInsurancePolicyNumber»

**14. \* 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 sale 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 purchaser;
* Statement(s) of advised market value;
* The records relating to financial services created pursuant to section 60 of the Property Services (Regulation) Act 2011;
* The records relating to all offers, created pursuant to section 61 of the Property Services (Regulation) Act 2011; and
* Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**15. Offers**

Offers, including conditional acceptances in respect of sales, as provided for in section 61 of the Property Services (Regulation) Act 2011, shall be provided to the client by agreement of both parties.

**16 \* Financial Services**

**It is not** the Agent’s intention to offer financial services to prospective purchasers.

**It is not** the Agent’s intention to offer financial services to prospective purchasers through a subsidiary or associated body of the Agent.

**17. \* Complaints and Redress Procedures**

**17.1** 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**>.

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

**17.3** The above mentioned person will consider the complaint and issue a response to the

Complainant in writing within 10 working days of receipt.

**17.4.1** 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.

**17.4.2** 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

**18. \* Statement of obligations on the Agent 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.

**19. Indemnity**

**19.1** 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).

**19.2** 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.

**19.3** 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.

**20. 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.

**21. 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 and signed by each of the Party to the agreement.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. Data Protection**

«CompanyFirstNames»will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website «CompanyWebSite» for more information on how your information is used and your rights in relation to this.

**27. \* Signatures**

Agent

**Name: «UserName»**

**Signed: {signature:signer5:User+Signed}**

**Date: {date:signer5:User+Date}**

**Licence No. «CompanyLicenceNumber»**

Vendor 1

**Name: «Vendor1»**

**Signed: {signature:signer1:Owner1+Signed}**

**Date: {date:signer1:Owner1+Date}**

Vendor 2

**Name: «Vendor2»**

**Signed: {signature:signer2:Owner2+Signed}**

**Date: {date:signer2:Owner2+Date}**

Vendor 3

**Name: «Vendor3»**

**Signed: {signature:signer3:Owner3+Signed}**

**Date: {date:signer3:Owner3+Date}**

Vendor 4

**Name: «Vendor4»**

**Signed: {signature:signer4:Owner4+Signed}**

**Date: {date:signer4:Owner4+Date}**

**Property Services Agreement for the Sale of Land**

**SCHEDULE I**

***Particulars of Property for Sale***

**Address of Property:**

«PropertyAddress»

**\*Folio Number**: «PropertyUniqueReferenceNumber»

(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.)

«PropertyTenure»

**Description of Property: Section A**

**RESIDENTIAL PROPERTY**

Type: «PropertyType»

No. Bedrooms: «PropertyBedroomsNumberOnly» No. Living Rooms: «PropertyReceptionRoomsNumberOnly»

Total Floor area: «PropertyFloorArea» Sq. Mt.

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

«TenancySpecialTermsAndConditions»

**Multi-Unit Development:**

Service charge in current year: «PropertyServiceCharge»

 Sinking fund contribution in current year: €\_\_\_\_\_\_\_\_\_\_\_\_

**Property Services Agreement for the Sale of Land**

**SCHEDULE II**

**\*Obligations of the Client**