**Property Services Agreement**

**For**

**The Letting of Land**

**SOLE AGENCY**

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

**Sole Agency**

**1. Parties to the Agreement**

This Agreement is between:

**Letting Agent's Name:**  Attracta Farrell

Business Name: Attracta Farrell Property Letting Service.

Business Address: Rocklands, Rosslare Road, Wexford. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**PSRA Registration** **No**: 002997 **Telephone No**: 053 9121349

**AND**

**Client Name**

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**2. Licence**

The Letting Agent (*Attracta Farrell)c*onfirms that it is 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 as its sole and exclusive agent for the duration of the Agreement to undertake the services specified in clause 4.1.

**4. Property Service to be Provided**

4.1 The Agent is contracted to let, on behalf of the client, the Property described in Schedule I of this Agreement. The services to be provided include:

(a) Letting Services as set out in Part I of Schedule II of this Agreement**.**

(b) Letting Management as set out in Part II of Schedule II of this Agreement**.**

(c) Additional Services as set out in Part III of Schedule II of this Agreement**.**

Where a lease is provided to the tenant the Agent may sign the lease on behalf of the landlord only on obtaining written authorisation from the Client.

4.2 Additional elements of property services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the Agent 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 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 Agent is precluded providing those additional element(s).

4.3 Subject to 4.4, the Agent may decline a request to provide services which are not included in this Agreement.

4.4In 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, as referred to in 4.2, 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.

**5. Particulars of Property**

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

**6. Contents, Fixtures and Fittings**

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

**7. Duration of Agreement**

The Agreement shall commence on ( **)** and shall continue in force until (  **or [SPECIFY EVENT])\*.**

**8. Proposed Duration of Letting**

The proposed duration of the letting is for a period of (**12)** months.

**9. Termination of the Agreement**

9.1 This Agreement may be terminated by either party by giving (**4)** weeks written notice.

9.2 The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.

9.3 This Agreement may be terminated, without notice, by:

(a) the Client where:

(i) the Agent is in material breach of the Agreement and fails to remedy the breach within (**14**) days after the Client serves a written notice on the Agent specifying the particulars of the breach; or

(ii) the Agent is an individual who is declared bankrupt; or

(iii) the Agent is a body corporate which is wound up or liquidated; or

(iv) the Agent is a partnership and any one of the partners is declared bankrupt; or

(v) the Agent’s licence is suspended, not renewed or revoked; or

(vi) the Agent 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

(b) the Agent where:

(i) the Client fails to pay any amount owing to the Agent under this Agreement within (**7**) days after the Agent serves a written notice on the Client specifying particulars of the payment due; or

(ii) the Client acts or fails to act so as to prevent the Agent from properly carrying out his obligations under this Agreement, for (**7)** days after the Agent serves a written notice on the Client specifying particulars of the act or failure to act.

**10. Effect of Termination of Agreement**

10.1 Whether the Agreement is terminated by virtue of clause 7 or 9 of this Agreement the Client shall be liable to:

(a) pay for all agreed promotion expenses and other charges, referred to in clause 14, incurred by the Agent up to the date of termination, and

(b) pay the fees for Letting Services, referred to in clause 13.1(a), 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 letting agent prior to the termination of the Agreement, and

(c) pay the fees for Letting Management, where applicable, referred to in clause 13.1(b), which have accrued up to the date of termination, and

(d) pay any charges in respect of Additional Services, referred to in clause 13.1(c), accrued up to the date of termination, and

(e) pay any charges in respect of maintenance and repairs referred to in clause 15, incurred by the Agent up to the date of termination.

10.2 Notwithstanding the provisions of clause 10.1(b) the Agent shall not be entitled to any fee referred to in clause 13.1(a) where the property is let more than ( **12)** after the termination of this Agreement.

10.3 Whether the Agreement is terminated by virtue of clause 7 or 9, the Agent:

(a) shall not impede the introduction of a new agent, and

(b) shall transfer all 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

**)** days after termination.

**11. Nature of Agency Agreement**

The nature of the agency agreement is that of sole agency. As sole agent (**Attracta Frrell Property Letting**) 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 13 , in addition to any other agreed costs or charges set out in clause 14 if, within the period specified in clause 10.2 of the termination of this agreement, the property is let to a tenant:
  + 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.

**12. Advised Letting Value**

The advised letting value of the property ([is estimated at €….. per calendar month] or [is estimated to fall between €….. and €….. per calendar month])\*.

**13. Agent's fee**

13.1 The Agent's fee shall be:

(a) ([()% of the annual letting value] or [for the agreed fixed price of €(**FEE**)] or [**OTHER FEE STRUCTURE**])\*.

OR

(a) If the property is let for the advised letting value the level of fee payable shall be ([€(**FEE**) (where the advised value is a specified amount)] or [ between €(**LOW FEE**) and €(**HIGH FEE**) (where the advised value is a specified as a range)])\*.

(b) ***Letting Management:***…….([€(**FEE**) per month] or *[(****12****) % of monthly rent])*

(c) ***Additional Services:***…………………………………………………€…….

The above fees are inclusive of VAT @ ( **23**) %

13.2 The fee for letting services will become payable on ([] or [**specify other date**])\*, the fee for letting management will become payable with effect from ([**the date on which the rent is paid**] or [**specify other date**])\* and the fee for additional services will become payable on ([**delivery of the service concerned**] or [**specify other date**])\*.n/a

[13.3 The fee at (a) in clause 13.1 will be increased to [**N/A**] where the Client terminates the Letting Management element of this Agreement within [**state number of weeks**] of the tenant entering the tenancy for a reason other than a reason set out in clause 9.3(a).]

**14. Promotional Expenses and Other Charges**

In addition to the fees referred to in clause 13 the Client shall be liable for all agreed promotion expenses and other charges. The promotion expenses and other charges which have been agreed amount to €(**FEE**) (inclusive of VAT @ [**VAT RATE**] %). Any additional expenditure will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed expenses and charges will become payable ([**on the date those expenses are incurred by the Agent on behalf of the Client**] or [**specify other date**])\*.n/a

**15. Property Maintenance and Repair Charges**

15.1 The Client is responsible, among other things, for compliance with the Housing (Standards for Rented Houses) Regulations 2008 (S.I. 534 of 2008) and any maintenance or repairs carried out or arranged by the Agent under this Agreement do not change the Client’s responsibility.

15.2 Arrangements ([will] or [will not])\*be made by the Agent for necessary maintenance to be carried out during the term of the lease as part of the Letting Management. Where the Agent arranges for maintenance and repairs, expenditure on such work ([will be agreed with the Clientbefore any work is carried out] or [up to a level of €(**VALUE**) will be carried out without reference to the client and all costs above that level will require the client’s prior consent] or [**specify other level of delegation**])\*. The expenses incurred by the Agent will become payable on the date that ([the Agent pays for the maintenance or repair] or [**specify other date when payment becomes due to Agent**])\*.

**16. Client Moneys**

16.1 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" until the person enters the tenancy, whereupon 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 to the person] or [paid to the Client])\* by the Agent.

16.2 Any moneys paid by a person to the Agent as a “tenancy deposit bond” to secure against breaches of the tenancy, such as damages or non-payment of rent, will be paid into the Agent’s "client account". The “tenancy deposit bond” shall be paid to the Client once the tenant has entered the tenancy.

16.3 Any interest so 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).

**17. Professional Indemnity Insurance**

In accordance with ***section 45*** of the ***Property Services (Regulation) Act 2011*** there is in force a policy of professional indemnity insurance which covers the agentin the provision of this property service. The insurance company which holds the cover is:

Insurer’s Name: Wexford Insurance Co.

Address: Wexford Town.

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Policy number: \_\_HUP 161814956

**18. Records**

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. Such records shall include:

* The signed copy of this Agreement;
* 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;
* Client Account details as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**19. Bank Account**

The Agent's "client account" in respect of this Agreement is (**Attracta Farrell Property Letting Service.**) and is held at:

Name of bank: Bank of Ireland

Address: Carlow.

**20. Disputes**

20.1. Any dispute 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 Agent**).

20.2. Any dispute which the Agent 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**).

20.3. Where a dispute is not resolved under the provisions of clause 20.1 or 20.2, the Agent and the Client shall attempt resolution of the dispute through mediation. Unless otherwise agreed by the Parties, the mediator will be nominated by notice in writing (“the Mediation Request”) and, once agreed by the Parties, the mediation will start within twenty eight (28) days of the Mediation Request, or, in the absence of an agreed mediator (within 28 days of the Mediation Request), a nominee of (**PRTB BOARD** ) shall act as mediator.

**21. Complaints**

Any complaint which the C**lient** may have arising under or in connection with this

**Agreement** may be dealt with by -

(a) (**Name and contact details of a person who the Agent has put in place under the redress and complaints procedure put in place by the Agent**), and

(b) if dissatisfied with the response to the complaint made under (a), the Client may make a complaint to:

**Property Services Regulatory Authority**,

Abbey Buildings,

Abbey Road,

Navan,

Co Meath.

**22. Conflict of Interest**

22.1. The Agent affirms that no conflict of interest exists that would prevent the Agent from acting for the Client.

22.2. 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.

22.3 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.

22.4 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.

**23. Indemnity**

23.1. The Agent has no liability for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the property or 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).

23.2. 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.

23.3. 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.

**24. 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.

**25. Entire Agreement**

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

**26. 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 and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

**27. 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.

**28. 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.

**29. 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.

**30. Signatures**

**Agent**

By/On behalf of the Agent

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: Attracta Farrell

Date:

Role within Agent: (Director/Secretary/Partner/Owner)\*

[(Second signature required where the Agent is a company or partnership)

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Role within Management Agent: (Director/Secretary/Partner)\*]

**Client**

By/On behalf of the Agent

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name:

Date:

Role within Client: (Director/Secretary/Partner/Owner)\*

[(Additional signature(s) required where the Client is a company, partnership or co-owned)

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Role within Client: (Director/Secretary/Partner)\*]

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

**SCHEDULE I**

***Particulars of Property for Letting***

**Address of Property:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Include folio numbers/maps/drawings as appropriate where the address is insufficient to fully identify the property)

**Description of Property:**

**RESIDENTIAL PROPERTY**

Detached □ Semi-detached □ Duplex □ Terraced □ Apartment □

No. Bedrooms: \_\_ No. Living Rooms: \_

Total Floor area:\_\_\_\_\_\_\_\_\_\_\_Sq. Mt.

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

**\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**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) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **~~N/A~~** |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

\* 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.

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**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.) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Details of Buildings (Barns, Outhouses, etc.) :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

=====================================**Property Services Agreement for the Letting of Land**

**SCHEDULE II**

Particulars of services which to be provided

**Part I: Letting Services**

(Appendix 1 contains a list of activities which can typically be carried out as Letting Services. For the purposes of completing this Part the Client and the Agent should consult Appendix 1 and include herein details of the relevant services.)

**Part II: Letting Management**

(Appendix 2 contains a list of activities which can typically be carried out during Letting Management. For the purposes of completing this Part the Client and the Agent should consult Appendix 2 and include herein details of the relevant services.)

**Part III: Additional Services**

(Appendix 3 contains a list of activities which can typically be carried out as Additional Services. For the purposes of completing this Part the Client and the Agent should consult Appendix 3 and include herein details of the relevant services.) **Property Services Agreement for the Letting of Land**

**SCHEDULE III**

**Details of Contents, Fixtures and Fittings**

TO BE ADVISED BY THE LANDLORD.APPENDIX 1

Activities which can be carried out as Letting Services

(Please note that this list is not exhaustive and can added to or amended to reflect the unique nature of each property. This Appendix is **NOT** part of the property services agreement and is included by way of information.)

* 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 references/screen prospective tenants/request guarantor *(Delete as necessary)*.
* 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 deposit bond”.
* Accept any advance of rent.
* Register the tenancy with the Private Residential Tenancies Board on behalf of the Client.
* Other [to be specified].

APPENDIX 2

Activities which can be carried out as Letting Management

(Please note that this list is not exhaustive and can added to or amended to reflect the unique nature of each property. This Appendix is **NOT** part of the property services agreement and is included by way of information.)

*During tenancy*

* Arrange for rent collection and remittance to landlord within [specify time]
* Carry out inspections of the property every [state frequency]
* Furnish Client with inspection report 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 specified]

*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 specified]

APPENDIX 3

Activities which can be carried out as Additional Services

(Please note that this list is not exhaustive and can added to or amended to reflect the unique nature of each property. This Appendix is **NOT** part of the property services agreement and is included by way of information.)

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 specified]

**Notes on the form**

1. Where the space provided in respect of any of the Agreement, or of the Schedule to the Agreement, is inadequate, any additional information, explanations and elaborations may be set out on the headed notepaper of the licensee and appended to the Agreement. Where this occurs, reference should be made to the existence of the appended document in the Agreement or the appendix.
2. Blank copies of this Agreement may be obtained from the Property Services Regulatory Authority (PSRA) website ([www.psr.ie](http://www.psr.ie)). The format of the Agreement may be reproduced on the licensee’s headed notepaper. Where so reproduced, it must be reproduced without abbreviation in the format set out.
3. Items in UPPERCASE within brackets should be replaced with the appropriate text e.g. “within (NUMBER) days” could be changed to “within 21 days”
4. A number of items separated by OR and within brackets marked with an asterisk “()\*” are mutually exclusive options and any option which is inappropriate should be struck out or removed e.g “Arrangements ([will] or [will not])\*be made by the Agent” would be changed to “Arrangements will notbe made by the Agent” as appropriate.
5. There are two versions of clause 13.1(a) and only one of them must be used. Delete the clause that is not used.
6. **PSRA/S43 Form C1-2012 was specified on 10 September 2012 and licensees should check that it has not been superseded before using it.**