

Letting of Land – Sole Agency

Property Services Agreement

For

The Letting of Land

SOLE AGENCY

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Property Services Agreement for the Letting of Land
Sole Agency

1. Parties to the Agreement

This Agreement is between:

Letting Agent's Name: XXXX

Business Name: Brock Delappe Estate Agents

Business Address: 21 Tyrconnell Road, Inchicore, Dublin 8

PSRA Registration No: 002179

Telephone No: 01 633 4446

AND

Client Name(s): XXXXX

Address: XXXXX

2. Licence

The Letting Agent (*the Agent*) confirms 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.

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.

4.4 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, as referred to in 4.2,

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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 XXXXX and shall continue in force until otherwise specified.

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 7 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 90 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 28 days after the Agent serves a written notice on the Client specifying particulars of the act or failure to act.

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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 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 the duration of the lease 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 7 days after termination.

11. Nature of Agency Agreement

The nature of the agency agreement is that of sole agency. As sole agent Brock Delappe 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:
 - o introduced by the Agent, or
 - o with whom the Agent had negotiations about the property, or
 - o 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 €XXXX per calendar month

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13. Agent's fee

13.1 The Agent's fee shall be:

Letting Management:.....6% of monthly rent

The above fees are subject to VAT @ 23%

13.2 The fee for letting services will become payable on the lease commencement date. The fee for letting management will become payable with effect from the date the rent is paid.

14. Promotional Expenses and Other Charges

Unless otherwise specified these charges are covered by the fees referred to in clause 13.

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 no change the Client's responsibility.

15.2 Arrangements will 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 Client before any work is carried out. The expenses incurred by the Agent will become payable on the date that the rent is paid, unless agreed otherwise.

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 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).

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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 agent in the provision of this property service. The insurance company which holds the cover is:

Insurer's Name: Zurich
Address: C/o Pembroke Insurances Ltd
22/23 Pembroke Street
Dublin 2
Policy number: 01 ZPI 2370127

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 Brock Delappe and is held at:

Name of bank: AIB
Address: Capel Street
Dublin 1

20. Disputes

20.1. Any dispute which the Client may have arising under or in connection with this Agreement may be dealt with by David Brock or Kevin Delappe.

20.2. Any dispute which the Agent may have arising under or in connection with this Agreement may be dealt with by Karen Mooney.

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 Chris van der Lee & Associates shall act as mediator.

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21. Complaints

Any complaint which the **Client** may have arising under or in connection with this **Agreement** may be dealt with by -

(a) David Brock or Kevin Delappe, 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.

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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.

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30. Signatures

Agent

By/On behalf of the Agent

Signed: _____

Print name: David Brock

Date: _____

Role within Agent: Director

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

Signed: _____

Print name: Kevin Delappe

Date: _____

Role within Agent: Director

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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SCHEDULE I

Particulars of Property for Letting

Address of Property:

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

Description of Property:

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, carparking, etc.):-

Property Services Agreement for the Letting of Land**SCHEDULE II****Particulars of services which to be provided****Part I: Letting Services**

In providing the Letting Service, Brock Delappe will:

- Provide advice on an appropriate rental value for the Property
- Listen to, and act on your needs as a landlord
- Agree with you the price at which the Property is to be marketed
- Market the Property at that price
- Take and retain photographs of the Property for the purpose of marketing
- Place details of the Property on our own website, and on such property web forums as we deem from time to time to be appropriate
- Accompany all prospective tenants through the Property during viewings
- Apply for, take up and hold to your order references on all prospective tenants
- Provide feedback, on request, as to progress with viewings
- Bring offers to your attention once they are supported by a holding deposit from the prospective tenants
- Assist in the negotiation of terms of the Tenancy Agreement between Landlord and Tenant, where necessary
- Prepare a Short form of Tenancy Agreement
- Collect a one month security deposit and the first calendar month's rent from the Tenants
- Remit the balance, net of our Commission, to you within 10 working days, accompanied by a Statement of Account
- Facilitate the establishing of a Standing Order mandate for the future payments of Rent by the Tenant, by providing the Tenants with your bank details where we are in possession of them
- Register the Tenancy with the Private Residential Tenancies Board subject to payment by you of the applicable registration fee

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Part II: Letting Management

In providing the Property Management Service, in addition to the services listed at Clause 3.1, Brock Delappe will:

- Demand and receive rent on your behalf and forward the balance, net of our monthly Management Service commission and any expenses we have incurred on your behalf, to you or your nominee within 10 working days
- Prepare and submit monthly Statements of Account to you or your nominee
- Carry out additional “ad-hoc” inspections at your reasonable request
- Deal with day to day management matters including minor repairs, renewals and necessary replacements (at your cost but subject to your approval before any expenditure is incurred by us on your behalf).
- Take all reasonable steps to inform the relevant electricity and gas utility companies (if applicable) of change(s) in occupation of the Property where we hold the necessary information

Important notes relating to the Property Management Service

- It should be noted that our Property Management Service does not apply at any time when the Property is vacant and/or unoccupied. We are however happy to arrange ad-hoc visits to your property, in accordance with Clause 5.5
- The Property Management Service does not include the redirection of mail. We are happy to provide the tenants with a forwarding address for you, and/or provide details of An Post’s Redirection Service
- Brock Delappe will make all reasonable endeavours to procure the payment of Rent by the Tenants. We will take such action in your name as is appropriate in the circumstances by serving a formal letter on the Tenant at the Property. Should it become necessary for you to instruct a legal adviser you will be responsible for all fees and charges incurred in this regard.
- It should be noted that it is your responsibility to discharge all Household Charges and/or NPPR Charges that arise in connection with the Property from your own funds

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SCHEDULE III

Details of Contents, Fixtures and Fittings