

**Property Services Agreement**

**For**

**The Sale of Land other than by Auction**

**SOLE AGENCY**

Sale of Land other than by auction – Sole Agency

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**For**  
**The Sale of Land other than By Auction**

**SOLE AGENCY**

**1. Parties to the Agreement**

This Agreement is between:

**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 Agent confirms that it is the holder of a current property service provider's licence, issued by the Property Services Regulatory Authority under the Property Services (Regulation) Act 2011, for the purchase or sale, by whatever means, of land.

**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.

**4. Property Service to be Provided**

The Agent is contracted to sell, on behalf of the Client, the property described in Schedule I attached.

**5. Duration of Agreement**

This Agreement shall commence on XXXXX and have effect until the contracts for the sale of the property are signed.

**6 Termination of the Agreement**

- 6.1 The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.
- 6.2 This Agreement may be terminated by either party by giving 14 days written notice.

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- 6.3 This Agreement may be terminated by the Client where the Agent:
- (a) is in material breach of the Agreement and fails to remedy such breach within 7 days 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.
- 6.4 This Agreement may be terminated by the Agent where:
- (a) 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 his/her obligations under this Agreement,
 and
  - (b) having being notified in writing by the Agent of any matter referred to in paragraph (a) fails to address such matter within 21 days of such notification.

**7. Effect of Termination of Agreement**

Whether the Agreement is terminated by virtue of clause 5 or 6 the client must:-

- (a) pay for all agreed promotion expenses and other charges incurred by the Agent up to the date of termination, and
- (b) pay the fees referred to in clause 10 where the purchaser is a person:
  - (i) introduced by the Agent; or
  - (ii) with whom the Agent had negotiations about the property prior to the termination of the Agreement;
 or
  - (iii) introduced by a person, other than the Client, prior to the termination of the Agreement.

Notwithstanding the provisions of paragraph (b) the Agent shall not be entitled to any fee referred to in clause 10 where contracts for the sale of the property are exchanged with a purchaser more than 6 months after the termination of this Agreement.

**8. 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 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 10, in addition to any other agreed costs or charges set out in clause 11 if, within the period specified in clause 7 of the termination of this agreement, contracts for the sale of the property are exchanged with a purchaser:
  - 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.

**9. Advised Market Value**

The advised market value of the property is estimated at €XXXX. Any change in the advised market value of the property will be agreed in advance with the Client and confirmed in writing by the Agent.

**10. Agent's fee**

10.1. The Agent's fee shall be XXXX% of sale price.

10.2 The fee shall be subject to VAT at 23%.

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

**11. Outlays**

In addition to the fees referred to in clause 10 the Client shall be liable for all agreed outlays. 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 sale of the property) which have been agreed amount to €XXXX . 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 the date of the commencement of this agreement.

**12. Deposit**

Any moneys paid by a purchaser on deposit to secure the property will be held in the Agent's "client account". When the contract for the sale of the property is signed by both parties and the sale complete, the fees set out in clause 10 and any outstanding outlays referred to in clause 11 will be deducted from the deposit held. The balance of the deposit along with any interest so credited, as provided for in the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012, will be paid to the Client or Client's solicitor.

**13. Money Laundering and Terrorist Financing**

Under *sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Offences) Act 2010* the Agent is required to notify the Garda Síochána and the Revenue Commissioners of knowledge or suspicion of a person engaged in money laundering or terrorist financing or the carrying on of any service or transaction that is connected with a place designated under *section 32* of that Act.

**14. Indemnity**

14.1. 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).

14.2. 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.

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14.3. 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.

**15. 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:

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

**16. Records**

The Agent will keep a record of the services provided on foot of this Agreement. Such records shall 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, both written and electronic, between the Agent and the Client;
- Any notes of any conversations about the property with the Client
- A copy of all communications, both written and electronic, between the Agent and a customer in relation to this property;
- Any notes of any conversations with a customer in relation to this property;
- Building energy rating certificate (where a BER certificate is required);
- Statement(s) of advised market value;
- The records, if any, relating to all offers, created pursuant to section 61 of the Property Services (Regulation) Act 2011; and
- Client account details as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**17. 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 St  
Dublin 1

**18. 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.

**19. Financial Services**

You should note that it is our intention to offer financial services to prospective purchasers.

**20. Conflict of Interest**

- 20.1. The Agent affirms that no conflict of interest exists that would prevent the Agent from acting for the Client.
- 20.2. 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.
- 20.3 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.
- 20.4 The Agent will not benefit, financially or otherwise, from a situation where there is a conflict or potential conflict of interest on the part of the Agent without the written permission from the Client.

**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 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.

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

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**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.

Signed: \_\_\_\_\_  
By/ On behalf of the **Agent**

Signed: \_\_\_\_\_  
By/ On behalf of the **Client**

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

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

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

**Schedule I**

*Particulars of Property for Sale*

**Address of Property:**

**XXXX**

Freehold

Leasehold

**DESCRIPTION OF PROPERTY**

**Residential Property**

Detached     Semi-detached     Duplex     Terraced     Apartment

No. Bedrooms: \_\_\_\_\_    No. Living Rooms: \_\_\_\_\_    Total Floor area: \_\_\_\_\_

**Other Particulars** (including details of car parking, garden, etc.):-

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

**Multi-Unit Development:**

Service charge in current year:                    € \_\_\_\_\_  
Sinking fund contribution in current year:        € \_\_\_\_\_  
Value of sinking fund:                                € \_\_\_\_\_

(in the most recent statement under section 17(2)(c)(i) of the Multi-Unit Developments Act 2011)

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