



Property Services Agreement

The Purchase of Land

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: Westcourt Management Services**

* **Business Address: 21 Wicklow Street, Dublin 2, Ireland**

* **PSRA Business Licence No: 003278**

* **Telephone No: +353 (0)1 677 9700**

* **Other Business Contact Details: colm@wmsltd.ie**

(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 for the duration of the Agreement to undertake the services specified in Clause 5.

4. *Description of the Agency Agreement

4.1 The Client confirms the Agent is fully authorised to act in all matters relating to this Agreement.

4.2 Nature of Agreement

The nature of this Agreement is for the Agent to act on behalf of the Client in sourcing <LAND> OR <SPECIFY> described in Clause 5 for the duration of this Agreement.

5. *Property Service to be Provided

5.1 The Agent is contracted to source, on behalf of the Client, a property suitable to their needs <SPECIFY DETAILS>.

5.2 The Agent <WILL> conduct negotiations on behalf of the Client with the vendor.

6. *Duration of Agreement

This Agreement shall commence on <DATE 1> and have effect until <until the <LAND> or <SPECIFY> is sourced> or <until the contracts for the purchase of the (Land) OR (SPECIFY) described in Clause 5 are signed, whichever is the sooner.>

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 shall be liable to pay the Agent the agreed fees set out in Clause 9, in addition to any other agreed costs or charges set out in Clause 9.2 when the property service referred to in Clause 5 is complete and falls within the 90 days of the Termination of this Agreement.

9. *Fees Outlays & Invoicing

9.1 *Agent's Fee/Commission & VAT

9.1.1 The Agent's fee shall be €0.

9.1.2 The fee shall be subject to VAT at prevailing rate at the time of purchase (currently 23%).

9.1.3 The fee shall become payable when the property service referred to in Clause 5 is completed.

9.2.*Expenses & Outlays

In addition to the fees referred to in clause 9.1 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 sourcing of the property) which have been agreed amount to €<OUTLAY> (inclusive of VAT).

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> OR <the date the outlays are incurred> OR <the date the contract for the purchase of the property is concluded> OR <SPECIFY DATE>.

10. *Termination of the Agreement

10.1 *Notice Period for Termination

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

10.2 Termination Events

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

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

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

- fails to pay any amount owing to the Agent under this Agreement, or

- acts or fails to act so as to prevent the Agent from properly carrying out his/her obligations under this Agreement, and
- having being notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within 21 days of such notification

10.3 *Consequences of Termination of Agreement

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

- pay for all agreed outlays, incurred by the Agent up to the date of termination, and
- pay the Agents fees where the vendor is a person introduced by the Agent.

10.3.2 The Agent shall not be entitled to a fee where contracts for the purchase of a property are exchanged with a vendor more than 90 days after the termination of this Agreement.

11. *The Client Account

The Agent's Client account in respect of this Agreement is in the name of Westcourt Management Services and is held at:

Name of bank: Ulster Bank

Address: 63 Ranelagh, Dublin 6

12.*Deposit

Where the Client pays a deposit to the Agent, to pass on to a third party, that deposit shall be lodged and held in the Agent's Client Account.

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: Zurich Insurance PLC through O'Leary Insurances (Dublin) Ltd

Address: 16 Pembroke Road, Dublin 4, +353(0)1 6608211, info@olid.ie

Policy number: 02 ZPI 4153547

15. *Records to be kept by the Agent

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

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 communications, written and electronic, between the Agent and the Client;
- Any notes of any conversations about a property with the Client;
- A copy of all communications, both written and electronic, between the Agent and any relevant party in relation to this Agreement; and
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

16. *Complaints and Redress Procedures

16.1 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>**.

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

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

16.4 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

17.*Statement of obligation 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.

18. Indemnity

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.

19. 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.

20. 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 Party to the Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. Data Protection

Westcourt Management Services will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website www.wmsltd.ie for more information on how your information is used and your rights in relation to this.

26. *Signatures

Print
Name: _____
Licensed Agent Only

Print
Name: _____
Client

Signed: _____
Licensed Agent Only

Signed: _____
Client

Negotiator
Licence No. No: 003278-005331

Date: _____

Date: _____