



Property Management Since 1987

OWNERS MANAGEMENT COMPANY HANDBOOK



2021







WESTCOURT MANAGEMENT SERVICES

LIMITED

PROPERTY MANAGEMENT SINCE 1987

OVER 2,500 PROPERTIES WORLDWIDE

50,000 SQUARE FEET OF COMMERCIAL SPACE

150 PROPERTIES ACROSS IRELAND

COMPLETE PROPERTY MAINTENANCE TEAM

BLOCK MANAGEMENT (TYPE D LICENCE)

LETTINGS SERVICE (TYPE C LICENCE)

FULL MANAGEMENT SERVICE

VIRTUAL LANDLORD SERVICE

COMMERCIAL MANAGEMENT

CHEAPER – We don't spend all your money on our advertising

 **01 677 9700**

We're known for being a **no-nonsense management company** that represents OMCs and landlords, big and small and we put your best interest first. We have years of experience of managing property across **Dublin City and County and elsewhere**, so whether you want block management, maintenance, lettings or one of our virtual landlord options, we're happy to help. We **specialise in property and block management & lettings** of residential and commercial buildings, from modern complexes to beautiful period houses. We've project managed multi-million euro restorations, built unique mews houses and we manage some **iconic buildings** around the city. We're happy to chat about new projects, large or small. **Call us today** to talk about your property!

WHAT WE DO FOR YOU!



A complete block management and maintenance service

With **full management** we become the central point of contact for owners and directors, and manage all aspects of the property and maintenance.

We have a complete design and **maintenance team** for every size building and project.

This publication has been produced for Westcourt Management Services Limited and is circulated to clients, investors, shareholders and interested parties.

All information and references in this pack are correct at the time of print – May 2019. WMS reserves the right to change or discontinue the services displayed in this pack without any notice or at its own discretion. WMS also trades as iLandlord, Virtual Landlord and Game of Homes. Details about the extent of our licence to manage property are available on the Property Services Regulatory Authority website www.psr.ie and from us on request.

Westcourt Management Services Limited is licenced by the Property Services Regulatory Authority, Licence No. 003278





PORTFOLIO

PARK LODGE APARTMENTS, 7-9 North Circular Road, Dublin 7

2010 - 2015

A complex of 62 modern residential units at the entrance to the Phoenix Park

After the developers rushed to complete the complex in 2009 we completed major repairs of multiple roof leaks.











THE ORCHARD APARTMENTS, Cloverhill Road, Dublin 22

2014 to date

A complex of 22 residential units beside Cloverhill Prison.

With major budget constraints we've managed the upgraded the security systems for the complex.









CHAPEL HOUSE, Cathedral Place, Limerick City
10,000 square feet mixed commercial use.

2015 to date

Safe access to roof antennae was the driver for the upgrade of the fall-arrest systems and roof handrails on Chapel House.





11 EAST ESSEX STREET, Temple Bar, Dublin 2
Mixed use restaurant, office and residential.

1987 to date

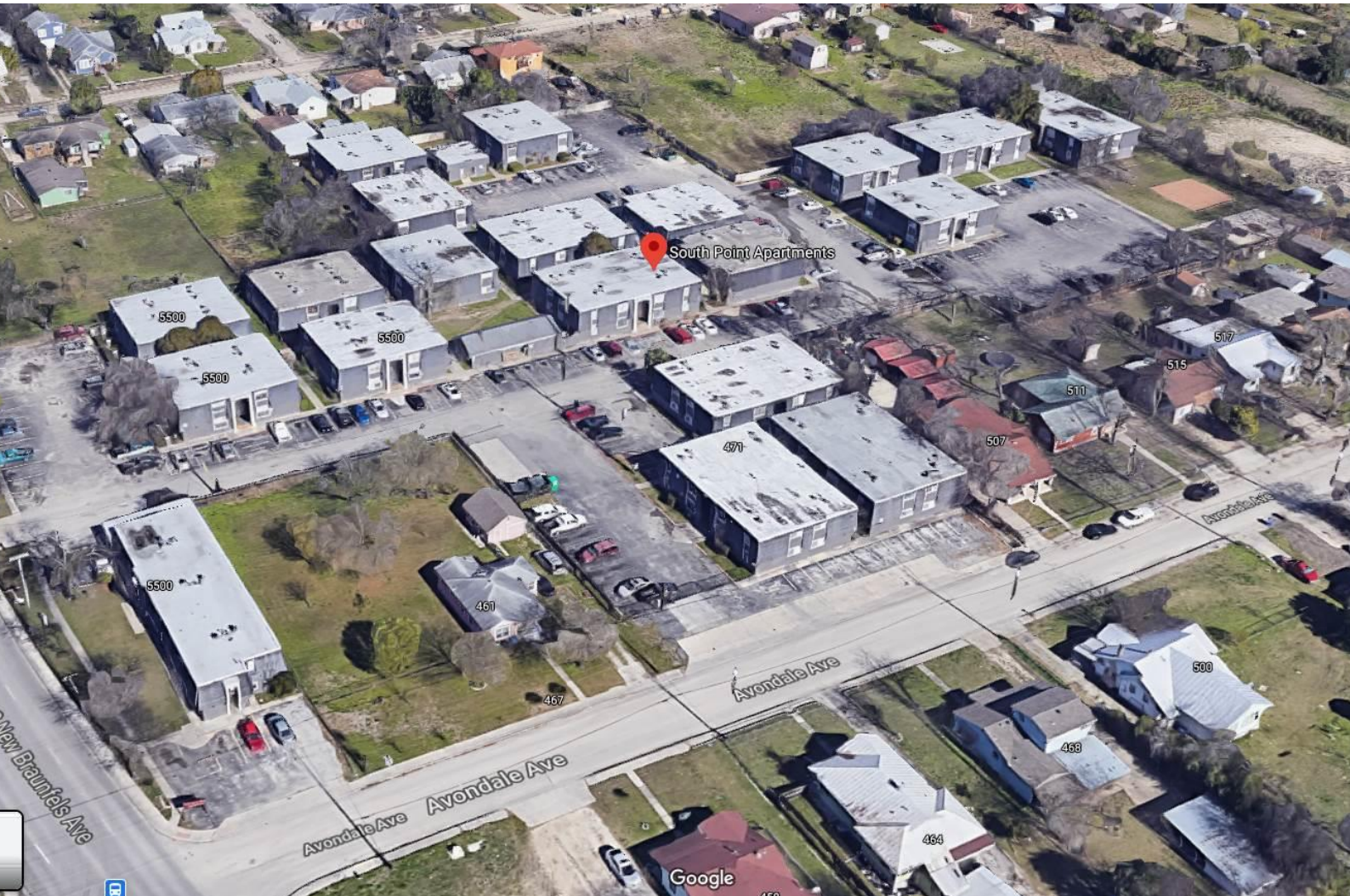


SOUTH POINT APARTMENTS, San Antonio, Texas

2015 to date

158 residential units in the intense Texas heat.

This was a major renovation of the entire complex and a work in progress, applying our Irish systems.



THE MILL HOUSE, 72/73 O Connell Street, Waterford City
A mixed use block of 15 residential units and 1 commercial unit.
A new project for us we look forward to bringing this to the Westcourt standard.

2020 to date



13/14 PALMERSTON PARK
12 residential units in Rathmines, Dublin 6

1987 to date



**LARGE ENOUGH TO
RELY ON**

**SMALL ENOUGH TO
CARE**

COMMERCIAL

With over 50,000 square feet of office space across Dublin & Limerick cities we can advise on management, long & short-term leases and license agreements. We manage fully serviced office blocks on both sides of the city and we have tenants on both short term leases, and long term leases up to 35 years. We manage offices in some of the best locations in Dublin including Wicklow Street, Temple Bar, Clarendon Street, Pearse Street and Parnell Square. We also manage multi-use buildings like our restaurant in Temple Bar next door to the Clarence Hotel, with an office on the 1st floor and two apartments on the floors above. There's a very good reason our serviced office buildings are consistently fully let; our business model is so cost effective.

MAINTENANCE

We have a tried and tested crew of tradesmen and contractors that we recommend for maintenance. We've worked with so many over the years that when we find a good one, at a good price, we stick with them. Our regular crew has been with us a long time by design.

A common mistake is to use a jack-of-all-trades-master-of-none instead of properly skilled tradesmen or contractors, believing they can get the same work for less cost. The result is that nothing is done to quite the high standard that your property deserves and you end up with second class work. One compounds the other and you end up needing to do an entire job just to tidy the original work. Aside from reducing the value of your property you also end up spending the same amount of money but taking a lot longer to get the same result. In other words, you get what you pay for!

We use the appropriately skilled tradesmen for all our work; carpenters for carpentry, plumbers for plumbing etc. We've standardised almost every part of our rental properties to a high spec and we'll be delighted to give an opinion and recommendation for your property. Any maintenance required outside your set parameters is discussed with you before acting.

Having a minimum standard for each of your units means you don't end up paying for tenant's damages. This practice of good quality ends up paying for itself.

SUPPORT NETWORK

We have long established connections to legal, accounting, surveying, architectural, engineering, contractors, trades / workmen and other property professionals. We've managed all aspects of property management and we're happy to share our ability and experience with you. Our maintenance service works for both one-off jobs and for multi-unit, long-term service contracts.

AGMs

When you're doing things right, no one's sure you're doing anything at all. AGMs are a great way for owners to come together and make decisions that benefit all, but they only happen once a year so careful planning and management are needed. Often owners have kept their questions all year for this one event and a thorough answer means a well-managed AGM. We've seen both well-run and poorly-run AGMs. We've worked with good directors and absentee directors and we can advise on every one of these scenarios. Crucially we can give owners a sense of ownership of their OMC with clear explanations of how their OMC runs.

ABOUT US

We're a no frills, no-nonsense property management company that gets the job done. We're known for being tough with tenants in a notoriously pro-tenant system, but we're also known for being efficient. We prepare the property to a high standard and our preventative maintenance and education systems tackle issues before they ever become a problem. Most importantly, we're able to pass this saving on to you.

OMC GUIDE

OWNERS' MANAGEMENT COMPANIES

If you buy a property in a multi-unit development, an Owners' Management Company (OMC) legally owns the common areas and is responsible for their upkeep. It is important that you understand how OMCs work.

The OMC is established for three reasons:

- To manage and maintain common areas in a multi-unit development
- To be the legal owner of the common areas on behalf of the owners of the units
- To be the legal owner of the beneficial or reversionary interest of each unit. This means that the OMC owns a share in each unit.

Since the Multi-Unit Developments Act 2011, all new developments must have an OMC in place before the first unit is sold. In the case of developments completed before the Act, developers are legally obliged to establish an OMC.

OMCs must operate according to the rules of company law that apply to any other commercial company, even though they do not trade for profit. If you are a member of an OMC, it is essential that you understand the importance of ensuring your OMC obeys company law, including:

- filing returns with the Companies Registration Office (CRO)
- holding AGMs
- trading solvently and
- keeping proper sets of accounts

If an OMC is not managed properly and is struck off the Register of Companies by the CRO, it can be very difficult to sell units until the OMC is restored to the register. Section 30 of the Multi-Unit Developments Act 2011 sets out special provisions for restoring an OMC to the register, but it is extremely important for members of the company to make sure the company is not struck off.

You should not withhold your management fees if you are not happy with the way your OMC is being run. Not paying management fees can lead to financial difficulties for an OMC, which could lead to a deterioration in estate services, as well as problems with the Companies Registration Office.

Section 18 of the Multi-Unit Developments Act 2011 provides that the owner of each unit (including the developer or building contractor of the development) shall be under an obligation to pay all management fees levied by the OMC. By signing the lease when you acquire your property you agree to pay the charges.

MEMBERSHIP OF AN OMC

When you buy a property in a multi-unit development, you legally become a member of the OMC. This happens automatically and means that you have legal rights and obligations.

When you buy your property, your solicitor will get a copy of your membership or share certificate. This is an important legal document which confirms that you, as the owner of a unit, are a member of the OMC.

As a member of the OMC, you have a say in how the common areas are managed. If you are elected to become Director of the OMC, then you will become involved in the running of the company.

WHAT DOES THE COMPANY "OWN"?

The OMC is the legal owner of the common areas on behalf of the owners of the units.

The OMC is also a party to all sales of units in a development because it "owns" a share in each property. The OMC cannot legally prevent the sale or purchase of a unit, but it can take action against you if you don't pay your management fees.

YOUR RIGHTS AS A MEMBER

Members have certain rights under company law, in particular the Companies Act 2014. All company members are entitled to:

- Adequate notice of the company's general meetings
- Timely information about the company's operations and finances
- Participate and vote in the annual general meeting (AGM). Section 15 of the Multi-Unit Developments Act 2011 states that there is one vote for each unit, regardless of the number of owners of that unit. An OMC can seek a court order to change this vote distribution, but only where it is considered essential to protect an economic interest or necessary in the interest of fairness and justice.

You are also entitled to inspect and get copies of:

- The company's Memorandum and Articles of Association, now known as the company's Constitution. These are important documents which every company must have. They set out how the company will be run, and what rights members have. The Memorandum and Articles of Association must be open to inspection to every member of the company free of charge. They must also be submitted to the Companies Registration Office where the public may view them.
- Minutes of general meetings of the company and resolutions
- Various registers kept by the company, including the register of members and the register of directors and secretaries and their interests
- Periodic financial statements, directors' reports and auditors' reports about the company's financial affairs

The Company Secretary, at the registered office of the company, is the primary contact point for company correspondence. Queries in relation to the above registers and documents should be directed to the Company Secretary in the first instance. If a satisfactory response is not forthcoming, the matter should be taken up with the directors at the OMC AGM, or by writing to the directors at the company's registered office.

The company must hold an AGM at least once a year and all members must be invited to attend. The company must also file an annual return with the Companies Registration Office that must contain certain information about the company and its financial activities.

As a member, you are also entitled to express an interest in becoming a Director of your OMC or to vote for someone else to become a Director. If you have concerns about how your OMC is operating, you can consider becoming directly involved as a Director of the OMC. It is important to know that Directors of OMCs must follow the same rules and obligations as Directors in any other type of company. You can get information on being a Company Director from the Office of the Director of Corporate Enforcement.

As a member of an OMC, you have certain obligations, including:

- To pay management fees
- To pay sinking fund contributions
- To be bound by house rules

Your solicitor will talk you through your contract before you sign it and explain the specific obligations you are signing up to.



MANAGEMENT FEES

Management fees are fees that property owners pay for services provided by their development's Owners' Management Company (OMC).

You must pay management fees. They generate the cash flow that an OMC needs to provide services and maintain your development. The lease or contract you sign when you buy a property in a multi-unit development sets out your legal obligation to pay these fees. Section 18(10) of the [Multi-Unit Developments Act 2011](#) places an obligation on you as an owner to pay your management fees. Your solicitor should have explained this to you at the time you bought your property.

Depending on your development, your management fees may pay for:

- Repair and maintenance of common areas, car parks, footpaths, roads
- Cleaning common areas, windows, carpets/mats, gutters and drains
- Lift repairs and inspections
- Electricity and lighting for common areas
- Landscaping and gardening, pest control
- Security – internal locks and doors, intercoms, external doors and gates
- Safety – smoke alarms, fire extinguishers, health and safety inspections
- Refuse collection and recycling
- Professional charges (for example block/building insurance, public liability insurance, the OMC's legal/auditor fees)

The Multi-Unit Development Act 2011 sets out a list of cost categories to be used by OMCs when setting out management fees:

- Insurance
- General maintenance
- Repairs
- Waste management
- Cleaning
- Gardening and landscaping
- Concierge and security services
- Legal services and accounts preparation
- Other expected expenditure relating to maintenance, repair and management of the common areas

Management fees are usually due annually, following the OMC's Annual General Meeting. It can be agreed between the owners and the OMC that management fees can be paid in instalments rather than in one lump sum. Management fees should be set at a level to pay the running costs for your development, and to provide a sinking fund for expenditure on refurbishment, improvement or maintenance of a non-recurring nature, such as the replacement of roofs, lifts, or other items of equipment.

The management fee should not include costs relating to the original design, construction and snagging of the development and the Multi-Unit Development Act 2011 specifically prohibits management fee income being used to complete the development.

VOTING ON MANAGEMENT FEES

The proposed management fee must be approved by vote at a general meeting of the members. The OMC should provide you with as much information as possible on how last year's budget was spent and how it has calculated the fee for the forthcoming year so that you can make a decision about the management fee proposal.

At the meeting, members can vote to approve, to amend or to reject the proposed fees. Where there is disagreement about any part of the management fee proposal, members can vote to amend the management fee proposal on the spot. To do this, 60% of those present and voting must agree this. Members can also block the proposal if 75% of those present and voting agree. In this case, the proposal must be reviewed and an alternative must be presented to the members at a later meeting.

If management fees are approved, a bill will be sent to the owner of each unit. The bill should also explain whether management fees must be paid in total, or whether you may pay in instalments. Some OMCs charge interest on money owed or late payments.

HOW MANAGEMENT FEES ARE CALCULATED

A budget for the running of the entire development is calculated by the Directors of the OMC. The managing agent may help the Directors to decide what the budget should be, but the responsibility for setting the fees and their collection lies with the OMC. This budget may change from year to year, so your own payment may vary. In general, fees should be based on normal wear and tear, inflation and new or additional services.

The percentage of the overall management fee that each owner must pay is calculated in various ways, such as the size of the unit (eg. floor area), or the type of unit. This should be clear and transparent and information should be provided to all owners. If particular services are provided to some owners only, this should also be clearly explained. In general, the developer sets out the initial calculation method for management fees and sinking fund contributions. The calculation method should be set out in the contract to buy your property. The initial fee is usually set out in your contract, but the management fee for the following years won't be known in advance and may change.

WHAT HAPPENS IF YOU DON'T PAY YOUR MANAGEMENT FEES?

As a property owner, you would have signed a contract or lease when you bought your property which means you are legally obliged to pay your management fees. If you do not pay, the OMC can take legal action against you. Any outstanding debts you have to the OMC can be tied to your property – for example, if you sell your property, the OMC can get a court judgment for your debts to be deducted from the money you get once the sale has gone through.

If owners do not pay their fees, the OMC will also run short of money and in time it may not be able to provide even basic services such as paying buildings insurance or maintaining the lifts. It is a requirement in almost all mortgage agreements that appropriate buildings insurance is in place. If your OMC cannot pay the building's structural insurance premium, you may be in breach of your mortgage contract.

Get information on what you should do if you are unhappy with the service from your managing agent.

SINKING FUNDS

A sinking fund is a pot of money that is put aside every year to cover the cost of major long-term expenses. The Multi-Unit Developments Act 2011 introduced a legal requirement for OMCs to establish and maintain a sinking fund. Developments that do not have a sinking fund must introduce one no later than three years after the transfer of the first property in the development or 18 months after the Multi-Unit Developments Act 2011 was passed.

The Multi-Unit Developments Act 2011 requires that the amount of €200 per unit must be paid into a sinking fund every year, however this amount can be higher or lower once the amount to be paid is agreed by a meeting of the members.

The sinking fund is for longer term expenses, such as lift or roof replacement or repair. The Multi-Unit Developments Act 2011 states that a sinking fund is to be used for refurbishment, improvement or once-off maintenance, or advice from a qualified person in relation to these types of work. It is a legal requirement that money in the sinking fund must be held in a separate account from management fees and the authorisation of the Directors of the OMC is required to access the sinking fund.

You should not expect to see frequent use of your sinking fund, as it is designed to provide for longer term or emergency expenditure items only. A similar voting approach should be adopted for the setting of sinking fund contributions.

Before you buy in a multi-unit development, ask the estate agent or your solicitor what sinking fund is in place or planned for the development. If you are buying in an older development, this is very important as it is more likely that the OMC will need to access the sinking fund than in a newer development.

As a general guide some of the most common uses of a sinking fund are repair, refurbishment or replacement of:

- Building structure
- Windows and walls
- Roof and roof finishes
- Internal partitions
- Floor structure
- Internal and external decoration
- Plumbing and water services
- Heating and ventilating
- Lifts and escalators
- Mechanical and electrical services and infrastructure.

Directors of an OMC should think about employing a chartered surveyor every three to five years to assess the short, medium and long-term maintenance issues that will be needed to keep the development in a state of good repair.





Údarás Rialála
Seirbhísí Maoine
Property Services

Property Services Agreement

For

The Provision of Property Management Services

***1. Parties to the Agreement**

This Agreement is between:

***Client Name(s):** _____

***Address:** _____

(hereinafter referred to as the "Client")

Person(s) authorised to instruct the Agent:

Name: _____

Contact details: _____

Role of person within Owners' Management Company: (Director/Secretary)

AND

***Agent's Name:** Westcourt Management Services Limited

***Business Address:** _21 Wicklow Street, Dublin 2, D02 XV83

PSRA Business Licence No: 003278

***Telephone No** 01 6779700

(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 Owners' Management Company (*the OMC*) 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 Services to be Provided**4.1 *Property Services to be Provided**

The Client appoints the Agent for the duration of the Agreement to provide the property management services as set out in Schedule II to this Agreement in relation to the Property as detailed in Schedule I of this Agreement.

4.2 *Timetable for the Delivery of Services

All services by the Agent will be delivered in accordance with any prescribed timetables in Schedule II of this Agreement or as often, as is reasonable.

4.3 *Reporting obligation of the Agent to the Client

The reporting obligations of the Agent to the Client are detailed under the relevant service category and included in Schedule II to this Agreement.

4.4 *Notice to be given by the Client to the Agent for Additional Services

The notice required to be given by the Client to the Agent for the delivery of additional services which are not included in the Agent's fee will be by agreement between the parties prior to commencement of the additional services. These additional services are not included in Parts I and II of Schedule II to this Agreement, but are included in Part IV of Schedule II to this Agreement.

4.5. *Emergency Services

The particulars for any out-of-hours' services for emergencies are set out in Part III of Schedule II to this Agreement. The cost for the services which are the subject of this agreement, do not include the costs incurred in the provision of the services which are required to address any emergency. If these arise they shall be paid to the service providers by the Client.

**4.6 Force Majeure**

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 of the provision of such emergency services shall be provided by the Agent to the Client within 7 days of the provision of the service. All costs incurred by the Agent will be the responsibility of the Client.

5. *Description of the Agency Agreement

The Client appoints the Agent to provide services as detailed in Schedule II of this Agreement.

6. *Particulars of the Property

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

7. *Duration of Agreement

- 7.1 The Agreement shall commence on <DATE 1> and shall continue in force until <DATE 2> ("the Contract Period"), and in any event shall not be greater than 3 years.
- 7.2 A new agreement may be entered into by the Parties after the expiry of this Agreement.
- 7.3 In the absence of a new Agreement following the expiry of the Contract Period, either party may terminate the agreement (without reason or penalty) by giving the other party not less than 90 days' notice in writing.

8. *Obligations of the Agent

- 8.1 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.
- 8.2 The Agent confirms that they are competent to provide the services required by the client.
- 8.3 The Agent confirms that it 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 services in a proficient and professional manner.

9. *Obligations of the Client

- 9.1 The Client confirms that they are the owner of the subject property, and are fully authorised to act in all matters relating to this Agreement.
- 9.2 The Client has disclosed any material matter that may impede the efficient and effective management of the Multi-Unit Development by the Agent.
- 9.3 The Client confirms that they will at all times maintain adequate property owners, employers and public liability insurance for the property with a reputable insurer.

10. *Fees, Outlays & Invoicing**10.1 * Agent's Fee / Commission & VAT**

10.1.1 The Agent's fee shall be €<FEE> in respect of the matters set out at Part I of Schedule II. This fee shall be subject to VAT at the prevailing rate (currently <VAT RATE>%).

10.1.2 The Agent's fee, in respect of the Additional Services set out at Part III of Schedule II, shall be agreed between the parties prior to the commencement of the service(s). This fee shall be subject to VAT at the prevailing rate (currently <VAT RATE>%).

10.2 Review of Fee/Charges

A review of the fees under clause 10.1 may be held at the end of the contract.

10.3 Delegation

The delegation by the Client to the Agent to enter into contracts on behalf of the Client is detailed in Schedule II, Part II to this Agreement. Any additional delegation will be agreed in advance with the Client and confirmed in writing by the Agent. The Client shall be liable to pay for all goods and services which have been contracted by the Agent, in observance with the delegation, on behalf of the Client.

10.4 Invoicing Arrangements

The fee shall become payable to the Agent 1 calendar month after the start of the contract. The Agent's fees shall be invoiced monthly. Invoices shall be paid by the Client upon submission of the invoice.

**11. *Termination of the Agreement****11.1 *Notice Period for Termination**

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

11.2 Termination Events

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 28 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; or

This Agreement may be terminated by the Agent where 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 the Agent's obligations under this Agreement, and
- (iii) having being notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within 28 days of such notification.

11.3 * Consequences of Termination of Agreement

The Client shall be liable to pay all fees and expenses, due under this Agreement, within 7 days of receiving the final invoice from the Agent.

The Agent:

- (a) shall not impede the introduction of a new agent, and
- (b) subject to Data Protection regulations, shall, where requested, 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 28 days after being requested to transfer the records.

12. *Banking & Client Accounts**12.1 * Banking**

The Client will operate relevant bank account(s) in its own name and in accordance with its company constitution in order to operate its service charge scheme and sinking fund.

12.2 Operation of OMC Bank Account

The Agent will lodge all moneys received in respect of the Client to the relevant bank account nominated by the Client as soon as possible but no later than 14 working days after receipt of the Client's moneys.

12.3 Agent's Client Accounts

12.3.1 In circumstances where the Agent facilitates the operation of direct debit or third party online payment or EPOS payment schemes that will, in the first instance, have service charges and/or sinking fund payments credit an Agent's Client Account, the Agent shall, prior to the operation of such schemes, advise the Client of their existence. The Agent shall detail to the OMC such schemes that are in operation and the processes involved.

12.3.2 The Agent shall transfer all Client moneys lodged to the Agent's Client Account to the bank account nominated by the Client within 14 days.

12.4 *The Agent's Client Account

The Agent's Client Account in respect of this Agreement is Westcourt Management Services and is held at:
Ulster Bank, 63 Ranelagh, Dublin 6

12.5 Details of the method engaged by the Agent to facilitate the transfer of moneys to the Client account are as follows:



12.5.1 Where payment is made by cheque/bank draft/order payable to the Agent, the Agent will lodge the cheque/bank draft/order to the Agent's Client Account until the funds are clear and will then within a reasonable time not exceeding 14 days transfer the cleared funds by way of EFTS to the account of the Client.

12.5.2 Where payment is made online via Paypal or similar the Agent will transfer cleared funds within 14 days of payment.

12.5.3 Where payment is made by way of EPOS / Credit Card the Agent will transfer cleared funds to the Clients' account within 14 days of payment.

12.6 * Interest on Client Moneys

Any interest accruing in excess of €50 will be paid to the client in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

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

The insurance company which holds the Agent's professional indemnity insurance cover is:

Insurer's Name: _____
Address: _____
Policy number: _____

15. *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 termination of this Agreement.

Accounting records shall be preserved by the Agent for a period of 7 years.

Such records to include:

- This property services agreement and any amendment to, or renewal of, the property services agreement signed by both Parties;
- The statement of fees and outlays including any interim statement of fees and outlays;
- Any written communication, including electronic communication, sent to and from the Client (or the Client's agent);
- Any notes of any conversations with the Client (or the Client's agent).
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012 must be kept for 7 years.

The Agent will keep a record in respect of the services provided on foot of this Agreement and such records are detailed at Schedule III.

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 Colm O Cleirigh 01 677 9699.

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 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.

18. Indemnity

18.1 The Client acknowledges that it is responsible for the management, maintenance and repair of the common areas of the development referred to in clause 5 and that as part of the Agreement:

- (a) The Agent is required to act on behalf of the Client in the discharge of the Client's functions relating to the management, maintenance and repair as provided for under Schedule II, and
- (b) The responsibility of the Agent is limited to those services the OMC requests the Agent to carry out under Schedule II.

18.2 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).

18.3 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.

18.4 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 signed by the each of the Parties.

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 and Data Protection policy of the Client.



27. *Signatures

Print
Name: _____
Licensed Agent Only

Print
Name: _____
Client

Signed: _____
Licensed Agent Only

Signed: _____
Client

Negotiator
Licence No. _____

Date: _____

Date: _____



SCHEDULE I

Particulars of the Development

Name & Address of Property:

*Folio Number:

(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.)

Description of Property:

Number of Residential Units:

Number of Commercial Units:

Number of Blocks:

Number of Floors:

Number of Lifts:

Number of Stairwells:

Description of Ancillary facilities: [e.g. pump house, boiler house, bicycle shed, refuse storage, administration area, equipment storage, car park, etc]

(Hereinafter referred to as the "Development")

Subject to the definition of the common areas as contained in the scheme documents (leases, deed of transfer of common areas etc.) of the Development, the common areas to be managed by the Client means all those parts of the Development designated, or which it is intended to designate, as common areas and including where relevant all structural parts of the building and shall include in particular—

- (a) the external walls, foundations and roofs and internal load bearing walls;
- (b) the entrance halls, landings, lifts, lift shafts, staircases and passages;
- (c) the access roads, footpaths, kerbs, paved, planted and landscaped areas, and boundary walls;
- (d) architectural and water features;
- (e) such other areas which are from time to time provided for common use and enjoyment by the owners of the units, their servants, agents, tenants and licensees;
- (f) all ducts and conduits, other than such ducts and conduits within and serving only one unit in the Development;
- (g) cisterns, tanks, sewers, drains, pipes, wires, central heating boilers, other than such items within and serving only one unit in the Development.



SCHEDULE II

Particulars of Services to be Provided

Part I

Services provided directly by the Agent

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

A – ACCOUNTING SERVICES
1) To prepare an estimate in respect of annual service charges in accordance with section 18 of the Multi-Unit Developments Act 2011, for consideration by the Client.
2) Annually to calculate the service charges for each unit based on the budget adopted by the Client and the apportionment detailed in the leases.
3) Annually to issue each unit owner with a statement of demand for service charges together with a copy of the approved budget and the calculations used to arrive at the charge payable by each unit owner (including a breakdown of amount due for current financial year and any arrears balance brought forward from prior years).
4) To advise the Client on the establishment of a sinking fund in accordance with section 19 of the Multi-Unit Developments Act 2011.
5) Annually to apportion the amount of contribution, payable by each unit owner, in accordance with section 19 of the Multi-Unit Development Act 2011 and regulations made thereunder.
6) Annually to issue each unit owner with a statement of demand for sinking fund contributions together with the calculations used to arrive at the contribution payable by each unit owner (including a breakdown of amount due for current financial year and any arrears balance brought forward from prior years).
7) To collect on an ongoing basis service charges and sinking fund contributions approved by the Client.
8) To administer the issuing of reminders for service charges and sinking fund payments as directed by the Client.
9) To administer the imposition of penalties for late payments as directed by the Client where permissible.
10) To answer queries from unit owners on service charges and sinking fund contributions.
11) To prepare a report when requested for the Client directors on overdue accounts.
12) To arrange for the collection of arrears, from whenever they arise, as directed by the Client.
13) To provide receipts for all cash received.
14) To provide, on request by a unit owner, the unit owner with annual statement of unit owner's services charges payments and sinking fund contributions.
15) To administer the Client's finances in accordance with the provisions of the Property Services (Regulation) Act 2011 and regulations made thereunder.
16) To provide reports on all income and expenditure for the Client on a [state frequency] basis.
17) To reconcile bank statements and provide reconciliation reports to the Client on a [state frequency] basis.



- 18) To pay invoices for goods and services in accordance with the approved service charge budget up to a value of €[value] on behalf of the Client (other than where the Agent is the payee).
- 19) Where 18 does not apply, to pay invoices up to a value of €[value] on behalf of the Client (other than where the Agent is the payee) upon written instruction from the Client as approved and minuted at a meeting of the board of directors.
- 20) Where 18 and 19 do not apply, prepare cheques, for signature by a Director of the Client, on foot of invoiced goods and services.
- 21) Annually prepare and provide the relevant accounting records for the Client's accountants and auditors.
- 22) Respond to accountants and auditors on questions arising from the preparation and audit of the Client's accounts.
- 23) **Other** (Specify).

B – CORPORATE SERVICES

- 1) To request contact details of owners in compliance with Section 8(3) of the Multi-Unit Developments Act 2011.
- 2) To prepare draft returns, on behalf of the Client, to the CRO including Annual Return; Change of director/secretary or their registered details; Person ceasing to be a director/secretary; Change of registered office; Change of location of registers and the passing of any special resolutions.
- 3) To provide or make available memorandum and articles of association to unit owners on request.
- 4) To arrange unit ownership certificates to new unit owners.
- 5) To maintain on an ongoing basis a register of the unit ownership (in accordance with section 8(3) of the Multi Unit Developments Act).
- 6) To record and process alleged breaches of lease conditions, covenants or house rules and to report such breaches to the Client.
- 7) To attend [state number] directors meetings plus 1 Annual General Meeting (AGM) of the Client per annum.
- 8) To arrange, under the instruction of the Client's Company Secretary, the General Meetings of the Client and prepare, produce and circulate the necessary reports and notices (once approved by the Client) in accordance with sections 17, 18, 19 and 23 of the Multi-Unit Development Act 2011.
- 9) To distribute minutes of general meetings to unit owners.
- 10) To prepare supporting material used at meetings (agenda, accounts, reports on the management of the complex or proposed budget).
- 11) Prepare draft minutes of meetings.
- 12) To distribute communications to directors/unit owners as appropriate.
- 13) To maintain records of work carried out, tender exercises and other records related to service provision.
- 14) To inform unit owners of the terms of the Property Services Agreement and the appropriate means of communication with the Agent.
- 15) Ongoing communication with unit owners and residents to include at least [x] newsletters per annum.
- 16) Prepare draft returns to the Revenue Commissioners for the Client.
- 17) Carry out the Client's instructions to comply with its legal obligations.
- 18) **Other** (Specify).

C – INSURANCE MANAGEMENT



1) Identify potential insurance providers/ brokers to provide necessary insurance cover including:- building reinstatement; fire and perils; lift engineering; public liability; employer/employee liability; directors and officers; alternative accommodation cover.
2) Liaise with insurance provider/broker in procuring cover on the basis of appropriate professional advice.
3) Liaise with the insurance provider/broker on renewal of all policies, as directed by the Client.
4) Preparation of insurance claims on behalf of the Client and/or its members under the Client's relevant policy when requested by the Client.
5) Negotiation of premium payment schedule with insurance provider/ broker.
6) To record and receive insurance settlements on behalf of the Client.
7) To notify the insurers of interested parties as advised.
8) Other (Specify)
D – ESTATE MANAGEMENT
1) To identify, on an annual basis, all maintenance and possible refurbishment programmes including fire safety and other equipment, for consideration by the Client.
2) To arrange delivery of planned maintenance as decided by the Client (including contractors whose engagement did not involve the Agent).
3) Conduct [state frequency] visual inspections to identify visible reactive repairs and renewals and other items where the planned maintenance is inadequate.
4) To arrange delivery of unplanned maintenance and renewals as required.
5) Monitor contractors to ensure the contracted services are delivered to specification (including contractors whose engagement did not involve the Agent).
6) Provide access to prospective contractors to the development to enable comprehensive tenders to be completed.
7) To maintain the Client's equipment inventory/asset register.
8) To keep safe any warranties or guarantees.
9 Compile work schedule for janitor/caretaker and oversee the work.
10) Other (Specify).

Part II

Procurement of Services on behalf of the Client

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

Procurement of Services by Agent on behalf of Client
1) Cleaning services for external and internal common areas
2) Window cleaning services both internally and externally in the common areas.
3) Grounds and landscaping maintenance services.
4) Periodic refuse collection and recycling services.
5) Servicing and maintenance for life & fire safety systems.
6) Servicing and maintenance for security systems.
7) Servicing and maintenance for electrical fittings and equipment.
8) Servicing and maintenance for mechanical fittings and equipment.



9) Vermin and pest control services.
10) Electrical and plumbing services including after hours emergency services.
11) Servicing and maintenance of water and sewage pumps.
12) Servicing, maintenance and periodic inspections of lifts.
13) Servicing and maintenance of all electronic access gates/doors.
14) Accountant to prepare the Client's company accounts.
15) Auditor to audit and certify the Client's accounts.
16) Solicitor for legal representation.
17) Relevant professionals to assist in the identification of planned maintenance, refurbishment and improvement works and the sinking fund.
18) Relevant professionals to advise on reinstatement value for insurance purposes.
19) Health & Safety expert to advise on management, maintenance and inspections of complex.
20) Relevant professionals to advise on maintenance and renewal of mechanical and electrical equipment.
21) Financial advisor to advise on investment options for the Client's funds, in particular the sinking fund.
22) Relevant professional to prepare Fire Safety Strategy & Management
23) Annual sterilisation of water tanks.
24) Other (specify).

Part III Emergency Services

Particulars for Out-of-Hours Services for Emergencies

Contact Name _____

Contact Landline _____

Contact Mobile _____

Email Address _____

Part IV

Additional Services which may be provided by the Agent (Costs of which agreed in advance of delivery of Services)

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

Additional Services – Cost to be agreed in advance of delivery of service
1) Attendance at meetings (in addition to those listed in Part I) During office hours Evenings - between [time] and [time] Weekends Public holidays
2) Arranging venue for meetings required by the Client in addition to those listed in Part I (not the cost of the venue).
3) Advising the Residents' Association and Neighbourhood Watch on matters relating to leases, covenants and "house rules".
4) Advertising and recruiting of staff on behalf of Client.
5) Preparing and administering (including liaising with loss/claim adjusters) of non-routine insurance



claims. [Specify how "non-routine" is determined].
6) Photocopying in addition to that included in Part I.
7) Packing of printed material in addition to that included in Part I.
8) Hand delivering (within the development) leaflets/other documents in addition to that included in Part I.
9) Printing in addition to that included in Part I.
10) Attending on behalf of the Client at Legal Proceedings/Dispute Resolution/Court.
11) Preparing requests for tenders/proposals for refurbishment, improvement and maintenance including liaising with professional and technical advisors (e.g. Engineers, Architects, Building Contractors) and reporting to the Client. [Specify relevant sinking fund expenditure items over the duration of the Agreement].
12) Other

Other services where the costs to be borne by third parties
1) Preparing replies to Requisition on Title/ pre-contract enquiries – the cost which the Agent will charge to third parties

SCHEDULE III

Records kept by a management agent on behalf of the Client

(Please note that this list is not exhaustive and can be added to or amended to reflect the unique nature and requirements of each property)

1. Contact Details for: (inc: Telephone Numbers/Address/Fax/e-mail)

- List of Client Company Directors.
- List of Client Committee Members.
- All Client Members' Correspondence Address.
- Client Solicitor Details.
- Auditors (independent auditor for Client).
- Client Bankers & relevant account details.
- Client Insurance Broker & company.
- Developer of the Site.
- Main Building Contractor.
- Electricity Account Numbers & MPRN's.
- Telephone Account Numbers *(if applicable)*.

2. Legal:

- Client's Memorandum & Articles of Association.
- Title Documents.
- Copy Members Counterpart Leases.
- Service Charges Apportionments .
- Schedule of Areas if applicable to Service Charge Apportionments.
- Share Certificate for Client.
- Management Company Stamp or Seal.
- List of all recent Disposals/Transfers and file of correspondence.
- Sample copy of Share / Membership Certificate.
- Current copy of House Rules.
- Companies Register – Change of Registered Company Address.
- Register of Members/ Share register.
- Company Secretarial File.
- Directors Minutes book.



- Annual General Meeting & Extraordinary General Meeting minutes.
- 3. Service Charges Account:**
- Full debtor history for all individual unit owners.
 - List of all individual owner's names/addresses/telephone numbers.
 - Report list of all Service Charge demands raised in current Financial Year.
 - Report List of all Debtors and Outstanding moneys due.
 - List of all service charges paid on closure (*if applicable*).
 - Report List of all Debtors referred to Solicitors &/or legal action & contact details of solicitors.
 - List of Members paying by Periodic Payment options i.e. Direct Debit, Standing Order and payment schedules.
- 4. Financial and Accounts:**
- Approved Budget for current year.
 - Expenditure for current year (actuals to date).
 - Monthly reconciliation of bank accounts (to date).
 - Cheque books and lodgement books.
 - Current creditors listing.
 - Audits and Audited Accounts (last 6 years).
 - Files of Bank Statements, Invoices, Credit Control, etc.
 - Details of all accounts receivable via Direct Debits & SOs.
 - Details of all accounts payable via Direct Debits & SOs.
- 5. List of all Creditors and Tel Nos: (ie. Contractors, Utilities, Insurers, etc.)**
- List of all creditors to include contact details, current statements of account, copy invoices details of any disputed charges.
- 6. Suppliers Information:**
- Suppliers Name & Service Provided.
 - Suppliers Address.
 - Suppliers Contact Information.
 - Copy of Supplier Contracts.
 - Copy of Supplier Correspondence.
- 7. Insurance:**
- Current Policy Documents, Schedules, Pay plans, etc.
 - Current List of all members with 'Interest' in Current Policy.
 - Current list of pending Insurance Claims or Reported Incidents.
 - Claims History for past 3-5 years.
 - Notices of exclusions and/or outstanding improvement reports.
 - Latest Reinstatement Valuation.
 - Latest Risk Prevention Report from Insurers.
 - Details of any material item that may affect/invalidate the current insurance policy.
- 8. Health & Safety:**
- Safety Statement Copy.
 - Record of Incidents/Accidents/Reports.
 - Listed corrective actions or HSA notices.
 - Fire Safety Certificate Application Documentation.
 - Any Inspections, surveys or certificates issued since completion of the estate.
- 9. Security:**
- Security Codes.
 - Record of Security Incidents/Reports.
 - Details of Local Garda and Community Officer.
 - CCTV Systems, Maintenance and Operating Instructions.
 - Keys Management Systems (*if applicable*).
 - Security Guarding or Patrols Contractor (*if applicable*).
- 10. Employment for staff/caretaker/security by the Client: (*if applicable*)**



- List all direct employees, addresses, telephone numbers.
- Copies of Job Description and Employment Contract(s).
- HR files for employees.
- Any Pension rights/arrangements.
- PRSI/PAYE returns copies or file.

11. Technical Facilities Files:

- Any outstanding Snagging Items/Lists and Identified Building Defects *(if applicable)*.
- List of Planned Preventative Maintenance Programmes *(if applicable)*.
- Critical Maintenance and Operational items list. *(if applicable)*.
- Copy of Fire Certificate for building(s).
- Fire Commissioning Documents/Certificates at Practical Completion.
- Copy of Sinking Fund Projects information. (in-progress &/or planned).
- Copy of Home Bond Certificate or 'other' for building(s) *(if applicable)*.
- Asset register for the building(s).
- Life Cycle Report for the building(s).

12. Communications with/for Management Company:

- All correspondence with directors during period of management to include electronic correspondence (e-mail).
- All reports issued to the Board of Directors.
- All circulars and notices issued to members.
- All correspondence, electronic or otherwise with members.
- All notes or minutes of meetings or conversations with members or directors.
- All correspondence or instructions (electronic or otherwise) issued to service providers, agents or contractors of the Client.
- All correspondence received for and on behalf of the Client.

13. Master Keys Set & Access Devices to Doors, Gates, Plant rooms, etc.

14. Mastercard identifier for specialised restricted keys duplication & suites, 'card' or authority letters to be handed to new Managing Agent.

15. List of key access codes to Gates, Doors, etc *(if applicable)*.

16. Purchase/Handover of duplication of keys stock or access devices for holding by Managing Agent.

=====

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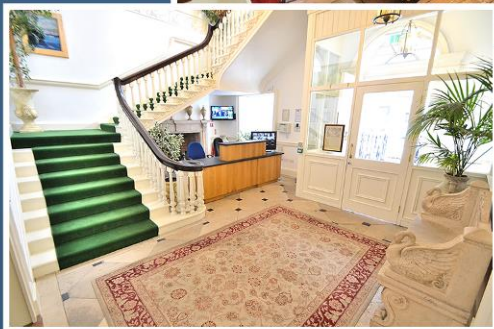
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