

Property Services Agreement

WESTCOURT MANAGEMENT SERVICES LTD.

21 Wicklow St, Dublin 2, Ireland, D02 XV83,
P: +353 (0)1 677 9700 , info@WMSLtd.ie



**Údarás Rialála
Seirbhísí Maoine
Property Services
Regulatory Authority**

Property Services Agreement

Letting of Land

Sole Agency

**1. *Parties to the Agreement**

This Agreement is between:

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

* **Address:** _____

(hereinafter referred to as the "Client").

AND

* **Business 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:** _info@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 to provide a letting service described in Schedule I of this agreement.

4. *Property Service to be Provided

4.1 Additional elements of property services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the Agents 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 (who sent the re-issued Schedule) 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 Agents are precluded from providing those additional element(s).

4.2 The Agents may decline a request to provide services which are not included in this Agreement.

4.3 In the interests of effective responses to extreme emergency situations (e.g. flood, fire, severe storm damage, etc.), the Agents will not unreasonably decline a request from the Client to provide services which are within the Agents' competence or to arrange for those services to be delivered. Written confirmation, as referred to in 4.1, need not be provided prior to the provision of such emergency services but shall be provided within 7 working days of the provision of the service.

5. *Description of the Agency Agreement

The nature of the agency agreement is that of Sole Agency. As Sole Agent, Westcourt Management Services 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 10.1, in addition to any other agreed outlays set out in Clause 10.3 if, within the period specified in Clause 11.3.2 of the termination of this agreement, the property is let to a person:
 - introduced by the Agent, or
 - with whom the Agent had negotiations about the land, or
 - introduced by any other agent, during the period of this agreement.

6. *Particulars of Property**6.1 *Description of the Property**

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

6.2* Contents, Fixtures and Fittings

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



7. ***Duration of Agreement**

7.1 *The Agreement shall commence on **DATE 1/EVENT** and shall continue in force until **DATE 2/EVENT**.

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 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 services in a proficient and professional manner.

9. ***Obligations of the Client**

- 9.1 The Client confirms that they are the full beneficial owner of the subject property, and are fully authorised to act in all matters relating to this Agreement.
- 9.2 The Client confirms that the property is in a good and tenable condition and that all plumbing, electrical and heating systems are fully serviced and in proper working order. The Client confirms that they will endeavour to maintain the property in accordance with minimum standards for private rented dwellings under the Housing (Standards for Rented Houses) Regulations 2017 and will promptly act on any notices served by the relevant Local Authority or other officials in relation to the property.
- 9.3 The Client confirms that they will present the property in a condition suitable for viewing and make the property available for viewing by the Agent at all reasonable times.
- 9.4 Should the Client let any part of the property otherwise than through the Agent then the obligations of the Client are set out in Schedule IV.

10. ***Fees, Outlays & Invoicing**

10.1 *** Agent's Fee / Commission & VAT**

The Agent's letting fee shall be **€1,500** per successful letting, and letting management shall be **7%** of rental payments collected (exclusive of VAT).

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

The fee shall become payable to the Agent upon creation of a tenancy within the meaning of the Residential Tenancies Act 2004.

10.1.1 The Agent's renewal fee shall be **€150** per successful renewal of a Part 4 tenancy or Further Part 4 tenancy (exclusive of VAT).

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

The fee shall become payable to the Agent upon creation of a Further Part 4 tenancy within the meaning of the Residential Tenancies Act 2004.

10.1.2 The Agent's assignment fee shall be **€150** per successful assignment of the lease (inclusive of VAT).

The fee shall be inclusive of VAT at the prevailing rate at the time (currently 23%).

The fee shall become payable to the Agent upon creation of a Further Part 4 tenancy within the meaning of the Residential Tenancies Act 2004.

10.1.3 The Agent's fee for representation at the Residential Tenancies Board (RTB) on behalf of the Client including attendance if necessary, at an adjudication held at the offices of the RTB, shall be **€500** per representation (exclusive of VAT). A further Agent's fee of **€500** shall be due for further representations to a tribunal (exclusive of VAT).

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

10.1.4 The Agent's fee for management outside the scope of this Agreement including but not limited to the items set out in Schedule II, Part III shall be **15%** (exclusive of VAT) of the exclusive of VAT cost of works for management of 3rd parties, and **€50** per hour (exclusive of VAT) for direct works.

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

10.1.5 Where a Rent Pressure Zone (RPZ) caps rental payments below the market letting value of the property and the capped rent is achieved the Agent shall charge new and incoming tenants a fee of up to **€500** upon a successful letting (due by tenants) (inclusive of VAT).

The fee shall be inclusive of VAT at the prevailing rate at the time (currently 23%).



The fee shall become payable to the Agent upon creation of a tenancy within the meaning of the Residential Tenancies Act 2004.

10.2*Advertising Costs

The Client shall be liable for all agreed advertising costs in addition to the fee at 10.1.

10.2.1 The Agent will advertise the property detailed in Schedule I on www.daft.ie – Ireland’s largest property website.

10.2.2 The advertising costs (paid or to be paid by the Agent for and on behalf of the Client in respect of the letting of the property) which have been agreed are €50 (exclusive of VAT).

The advertising costs shall be subject to VAT at prevailing rate at the time (currently 23%).

10.3 Rent Increases

The Agent’s fee for preparation and service of “notices of rent increase” (including outlays and recording of service) which has been agreed is €50 (exclusive of VAT).

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

The fee shall become payable to the Agent on collection of a tenancy’s first month’s rent.

10.4 Property Maintenance and Repair Expenses

Arrangements will be made by the Agent for necessary maintenance to be carried out during the term of the letting 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 above a value of €500. All costs incurred by the Agent will be the responsibility of the Client. The Agent’s rates for cleaning / unskilled work is €20 per hour (exclusive of VAT), and €50 per hour (exclusive of VAT) for skilled maintenance / carpentry.

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

The Client is responsible for compliance with the Housing (Standards for Rented Houses) Regulations 2017 and any maintenance or repairs carried out or arranged by the Agent under this Agreement do not change the Client’s responsibility in this respect.

10.5 Invoicing Arrangements

The Agent’s fees, in addition to the advertising, expenses, repair and maintenance costs or additional services undertaken will be deducted from the rental payments or security deposits received by the Agent. The balance of the rental payment will be paid to the Client less 10% retention to cover any maintenance, vacancy or any other expense in the normal management of a tenancy. Payments will only be made to the Client by monthly bank Standing Order at a fixed amount for or about the balance of rental payment after the 10% retention. A regularising payment may be made annually. The Agent will issue an invoice showing the payment received and all deductions made.

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 without notice by the Client where the Agent:

- a) is in material breach of the Agreement and fails to remedy such breach within 90 days of having been notified, in writing, by the Client; or
- b) is a body corporate which is wound up or liquidated; or
- c) has had its licence suspended, not renewed or revoked; or
- d) 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:

- (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 been notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within 30 days of such notification



11.3 * Consequences of Termination of Agreement

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

- a) pay for all agreed advertising incurred by the Agent up to the date of termination, and
- b) pay the Agent's letting and management fees for the full duration of the Agreement including 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 agent prior to the termination of the Agreement, and
- c) pay any charges in respect of maintenance and repairs and for any other additional services undertaken by the Agent up to the date of termination of this Agreement.

11.3.2 The Agent shall not be entitled to a fee where the property is let more than 90 days after the termination of this Agreement.

11.3.3 The Agent, when this Agreement is terminated:

- a) shall not impede the introduction of a new Agent, and
- b) subject to Data Protection regulations, shall transfer all relevant 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 90 days after termination.

12. *The Client Account

12.1 * 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, Ireland
 IBAN: _____
 BIC: ULSBIE2D

12.2 *Details on the Deposit of Moneys

The Agent shall deposit moneys received in respect of the tenancy into the Agent's "Client Account" in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulation 2012.

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". When the person enters the tenancy, 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 in full to the payee.

Any moneys paid by a person to the Agent as a "security deposit" will be held in the Agent's "Client Account" and shall be held by the Agent for the duration of the Agreement. "Security deposits" are to be held against breaches of the tenancy, such as damages or non-payment of rent, and as security against failure by the Client to pay any fees, commissions or other amount owing to the Agent under this Agreement. At all times the Client shall be responsible for the refund of "security deposits" at the determination of a lease. If a tenancy already exists at the creation of this Agreement, any "security deposit" must be transferred to the Agent by the Client within 7 days of the creation of this Agreement.

12.3 * Interest on Client Moneys

Any interest 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).

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: 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 Agent

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.

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 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;
- Statement(s) of advised letting value;
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

16. 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, 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.

17.* Signing of Lease

Where a lease is provided to the tenant, the Agent may sign the lease on behalf of the Client.

18. *Complaints and Redress Procedures

18.1 Any complaint which the Client may have arising under or in connection with this Agreement may be dealt with by Colm O Cleirigh of Westcourt Management Services.

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

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

18.4 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

19. *Statement of obligations on the Licensee 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.

20. Indemnity

20.1 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).



20.2 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.

20.3 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.

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, 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 each Party to the Agreement.

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

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.

27. 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.

28. Cooling off period

A 'Cooling Off Period' of 14 days applies when to LoE/PSA where the licensee and the client are not present in the licensee's business premises at the time the LoE/PSA is signed or the LOE/PSA is signed electronically. The Cooling Off Period does not apply to LoE/PSA signed by both parties on the licensee's business premises or LoE/PSA entered into with a business Client.

29. *Signatures

Print Name: _____
Licensed Agent Only

Print Name: _____
Client

Signed: _____
Licensed Agent Only
Negotiator Licence No. 003278-005331

Signed: _____
Client

Date: _____

Date: _____





Property Services Agreement for the Letting of Land

SCHEDULE I

Particulars of Property for Letting

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:

**SECTION A
RESIDENTIAL PROPERTY**

Detached <input type="checkbox"/>	Semi-detached <input type="checkbox"/>	Duplex <input type="checkbox"/>	Terraced <input type="checkbox"/>	Apartment <input type="checkbox"/>
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The Property consists of: _____ number of residential units and _____ car spaces.

Bedrooms: _____ Number of Blocks: _____

Bathrooms: _____ Number of Floors: _____

Floor: _____ Number of Lifts: _____

Number of Residential Units: _____ Number of Stairwells: _____

Number of Commercial Units: _____

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

Schedule E - Landlord personal bank account details

Bank: _____

Branch address: _____

IBAN: _____

BIC: _____

Landlord PPS / Tax number: _____

Property alarm codes: _____

Property gate codes: _____

Electricity MPRN: _____

Gas GPRN: _____

Current meter readings: _____

Schedule F - Checklist

I.D. (passport / drivers license)

Proof of address (utility bill / bank statement)

Landlord mobile: _____

Landlord email: _____

Date of last boiler service: _____

Existing waste company: _____

Where are the bins located? _____

BER rating: _____

Associated parking space number: _____

Is there any work needed to prepare the apartment? _____

Block management company contact name / number / email: _____



Are internal fire regulations in place? - Blanket / extinguisher / escape map / detectors: _____

Any existing maintenance contracts or workmen: _____

Multi-units

Are multi-unit fire regulations in place? - Alarm/fire register/Annex-K/zone map/emergency lighting: _____

Full management service

Existing tenant details (PPS / mobile / email): _____

Monthly spend threshold before seeking approval € _____

Lettings only

What is your estimate of market rate? _____

Would you like us to keep a spare set of keys in case of emergencies? _____

Who should be your point of contact for tenants? _____

Do you want us to register the tenancy with the RTB? _____

Notes

- Tenants will contact you once we enforce legislation - this is normal with a change from self-management to an agency. We advise that you inform tenants that you cannot deal with them directly anymore.
- You will feel pestered when we contact you to spend - this is a necessary part of the contract because we cannot spend your money without you knowing.
- Landlords with high standards of cleanliness and care for their property are regularly surprised by what is considered 'normal wear and tear' by the RTB. Be aware that in Irish law the onus is on a landlord to demonstrate whether damage was caused by the tenant, in order to retain a tenant's deposit. Landlords can be penalised for unjustly withholding a deposit.
- We retain a percentage of rental income to cover normal property running costs. Any balance is transferred to you at the end of each year.



Property Services Agreement for the Letting of Land

SCHEDULE II

***Particulars of services to be provided**

Part I: Letting Services

- Carry out an inspection of property to determine Advised Letting Value.
- Photograph the interior and exterior of the property for the purpose of establishing its condition.
- Market/advertise the property.
- Show property to prospective tenants.
- Request 2 references - work and previous-landlord references of prospective tenants /screen prospective tenants/request guarantor if necessary.
- Agree an inventory of the contents of the property with the tenant.
- Supply a copy of the inventory to the tenant.
- Get tenant to acknowledge accuracy of inventory and sign it.
- Get the lease signed by the tenant and give the keys (and the property security alarm instructions) to the tenant.
- Give the tenant a copy of the "house rules" (when the property is part of a multi-unit development).
- Read [gas/electricity/water/utility] meters and transfer those utilities into the tenant's name.
- Notify the tenant of waste disposal arrangements.
- Notify the tenant of the arrangements for services such as broadband, telephone, television.
- Notify the tenant of contact details for repairs and maintenance.
- Notify the tenant of arrangements for rent payment.
- Accept the tenancy booking deposit.
- Accept the tenancy security deposit.
- Accept any advance of rent.
- Register the tenancy with the Residential Tenancies Board on behalf of the Client.

Part II: Letting Management

DURING TENANCY

- Arrange for rent collection and remittance to Client within 30 days.
- Act as the point of contact for tenants in relation to all repairs and maintenance and arrange as necessary for:
 - Repairs/replacement of damaged items
 - Maintenance of essential items and services
- Monthly financial report

AT END OF TENANCY

- Retrieve the keys from the tenant.
- Note the readings on the [gas/electricity/water/utility] meters.
- Carry out an inspection of the property (noting any visible changes from the initial condition).
- Photograph the interior and exterior of the property.
- Check the inventory of the contents of the property.
- Invite tenant to include their observations on the inventory/condition of the property/the readings from the utility meters.
- Arrange for the request of the final accounts for various utilities.
- Assess the extent of repairs/maintenance work necessary and advise Client accordingly.
- Calculate the amount, if any, of the "tenancy deposit bond" to be deducted to cover breaches of the tenancy and appraise Client.

Part III: Additional Services charged at rates as set out in clause 10.2.3, includes but not limited to:

IN PREPARATION FOR A NEW TENANCY

- Repairs/replacement of damaged items
- Maintenance of essential items and services
- Internal cleaning

INSURANCE CLAIMS



Inspection of property
Preparation of claim
Liaising with claims adjustor
Liaising with block management (if applicable)
Repairs / reinstatement of property
Etc.

RESPONDING TO QUERIES

Responses to solicitor queries
Management/setup of new accounts (LPT, utility, OMC, etc)
Property searches, viewings
Extra financial reporting beyond the monthly financial report
Liaising with Client's tax advisor or accountant
Etc.

Property Services Agreement for the Letting of Land

SCHEDULE III

***Details of Contents, Fixtures and Fittings**

Property Services Agreement for the Letting of Land

SCHEDULE IV

***Obligations of the Client**