

PSRA/S43 Form C2-2013 was specified on 22nd May 2013 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

PROPERTY SERVICES AGREEMENT FOR THE LETTING OF LAND JOINT SOLE AGENCY

GENERAL OBLIGATIONS OF LICENSEES UNDER PART 4 OF THE ACT RELATING TO LETTERS OF ENGAGEMENT

1. A licensee shall, not later than 7 working days after the day on which the licensee starts to provide a property service to a person, or has reached an agreement with the person to provide a property service to him or her, whichever is the earlier, provide to that person, in respect of such property service, a letter of engagement (including a copy thereof) in the specified form containing such information as is required to be contained in it and signed by the licensee.
2. Where a licensee has provided a letter of engagement and copy in compliance with requirements and does not receive a signed copy within 7 working days from the date of provision, the licensee shall cease to provide or shall not start to provide the property service as specified in the letter and the letter shall cease to have any force or effect.
3. Where an agreed amendment by both licensee and the other party is made subsequent to the signing of the original agreement, a new agreement, signed by the licensee, must be provided within 7 working days of the agreed amendment. The signed agreement must be returned by the other party within 7 working days.
4. A new letter of engagement is required where a) an amendment to the original letter is agreed; b) on renewal of a property services agreement or c) the licensee is re-engaged following the expiration or other termination of a property services agreement.
5. A licensee who is a property service employer or independent contractor and provides a property service (including the provision of such service by a principal officer or employee) shall retain a record of such service, as outlined on Form C2-2013, of the provision of such service for a period of not less than 6 years after the completion of the transactions, acts or operations to which the record relates.
6. A licensee who is an independent contractor or both a property services employer and an individual shall not provide a property service unless there is in force a policy of professional indemnity insurance which adequately covers the licensee in the provision of such service
7. A property services employer shall not permit a principal officer or employee to provide a property service unless there is in force a policy of professional indemnity insurance which adequately covers the principal officer or the employee.

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EXAMPLE OF COMPLETION OF FORM

NOTE:
THIS FORM WAS SPECIFIED ON 22nd MAY 2013
PLEASE ENSURE THE MOST RECENT VERSION IS DOWNLOADED
FROM THE PSRA WEBSITE

Property Services Agreement
For
The Letting of Land

JOINT SOLE AGENCY

1. Parties to the Agreement

This Agreement is between:

Letting Agent's Name: _____ **Insert as appropriate** _____

Business Name: _____

Business Address: _____

PSRA Registration No: _____

Telephone No: _____

AND

Letting Agent's Name: _____ **Insert as appropriate** _____

Business Name: _____

Business Address: _____

PSRA Registration No: _____

Telephone No: _____

Client Name(s): _____ **Insert as appropriate** _____

Address: _____

The Society has published a series of regulation helpsheets which are available at: www.scsi.ie/regulation or if you have any further queries please do not hesitate to contact us at: regulation@scsi.ie

2. Licence

The Letting Agent (*the Agent*) confirms that it is the holder of a current licence, to provide this property service, issued by the Property Services Regulatory Authority under the Property Services (Regulation) Act 2011.

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Property Services Agreement
For
The Letting of Land

JOINT SOLE AGENCY

1. Parties to the Agreement

This Agreement is between:

Letting Agent's Name: _____ **Insert as appropriate** _____

Business Name: _____

Business Address: _____

PSRA Registration No: _____

Telephone No: _____

AND

Letting Agent's Name: _____ **Insert as appropriate** _____

Business Name: _____

Business Address: _____

PSRA Registration No: _____

Telephone No: _____

(Separate pages on headed paper may be used for additional information/agents)

Client Name(s): _____ **Insert as appropriate** _____

Address: _____

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2. Licence

The Letting Agents confirms that they are the holders 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 Agents as its sole and exclusive agents for the duration of the Agreement to undertake the services specified in clause 4.1.

4. Property Service to be Provided

4.1 The Agents are contracted to let, on behalf of the client, the Property described in Schedule I of this Agreement.

The services to be provided include:

- (a) Letting Services as set out in Part I of Schedule II of this Agreement.
- (b) Letting Management as set out in Part II of Schedule II of this Agreement.
- (c) Additional Services as set out in Part III of Schedule II of this Agreement.

Where a lease is provided to the tenant an Agent may sign the lease on behalf of the landlord only on obtaining written authorisation from the Client.

Explanatory Note:

Where the services mentioned in specific clauses are not provided those clauses and related Schedules may, as appropriate, be deleted

(See Note 5 on Notes on Form below)

4.2 Additional elements of property services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the 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 providing those additional element(s).

Explanatory Note:

If the agent does not receive the revised Schedule signed by the client within 7 working days, the agent should advise the client in writing that he/she cannot carry out the additional work

4.3 Subject to 4.4, The Agents may decline a request to provide services which are not included in this Agreement.

4.4 In the interests of effective responses to extreme emergency situations (e.g. flood, fire, severe storm damage, etc.), the 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 4.2, need not be provided prior to the provision of such emergency services but shall be provided within 7 days of the provision of the service.

5. Particulars of Property

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

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6. Contents, Fixtures and Fittings

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

7. Duration of Agreement

The Agreement shall commence on **(DATE 1¹)** and shall continue in force until **([DATE 2²] or [SPECIFY EVENT])^{*}**.

Explanatory Note:

¹ Insert date of commencement i.e. date on which the Letter of Engagement signed by the client is received by the agent.

² As agreed between client and agent

* Delete whichever option is not appropriate

8. Proposed Duration of Letting

The proposed duration of the letting is for a period of **(NUMBER¹)** months.

Explanatory Note:

¹ As agreed between client and agent and subject to negotiation process with lessee

9. Termination of the Agreement

9.1 This Agreement may be terminated by either party by giving **(NUMBER¹)** weeks written notice.

Explanatory Note:

¹ As agreed between client and agent eg. 2 weeks

9.2 The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.

9.3 This Agreement may be terminated by the Client where either of the Agents:

- (a) is in material breach of the Agreement and fails to remedy the breach within (NUMBER¹) 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.

9.4 This Agreement may be terminated by the Agents where:

- (a) the Client
 - (i) fails to pay any amount owing to the Agents under this Agreement; or
 - (ii) acts or fails to act so as to prevent the Agents from properly carrying out their obligations under this Agreement,

and

- (b) having being notified in writing by the Agents of any matter referred to in paragraph (a) fails to address such matter within 21 days of such notification.

Explanatory Note:

¹ As agreed between client and agent eg. 7 days

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10. Effect of Termination of Agreement

- 10.1 Whether the Agreement is terminated by virtue of clause 7 or 9 of this Agreement the Client shall be liable to:
- (a) pay for all agreed promotion expenses and other charges, referred to in clause 14, incurred by the Agents up to the date of termination, and
 - (b) pay the fees for Letting Services, referred to in clause 13.1(a), where a tenancy has been arranged and the tenant is a person:
 - (i) introduced by any one of the Agents; or
 - (ii) with whom any one of the Agents had negotiations about the tenancy prior to the termination of the Agreement; or
 - (iii) introduced by a person, other than the Client, prior to the termination of the Agreement, and
 - (c) pay the fees for Letting Management, where applicable, referred to in clause 13.1(b), which have accrued up to the date of termination, and
 - (d) pay any charges in respect of Additional Services, referred to in clause 13.1(c), accrued up to the date of termination, and **(See Note 5 on Notes on Form below)**
 - (e) pay any charges in respect of maintenance and repairs referred to in clause 15, incurred by the Agents up to the date of termination.
- 10.2 Notwithstanding the provisions of clause 10.1(b) the Agents shall not be entitled to any fee referred to in clause 13.1(a) where the property is let more than **(SPECIFY PERIOD¹)** after the termination of this Agreement.

Explanatory Note:

¹ As agreed between client and agent

- 10.3 Whether the Agreement is terminated by virtue of clause 7 or 9, the Agents:
- (a) shall not impede the introduction of a new agent, and
 - (b) shall transfer all records held which are the property of the Client to the Client or a person nominated by the Client, including the transfer of electronic records promptly and without delay and in any event no later than **(NUMBER – insert agreed number of days eg 7)** days after termination.

11. Nature of Agency Agreement

The nature of the agency agreement is that of joint sole agency. As joint sole agents **(NAME OF AGENTS – Insert as appropriate)**:

The client shall:

- not let the property through any other agent for the duration of this agreement and
- be liable to pay the Agent the agreed fees set out in clause 13, in addition to any other agreed costs or charges set out in clause 14 if, within the period specified in clause 10.2 of the termination of this agreement, the property is let to a tenant:
 - o introduced by one of the Agents, or
 - o with whom one of the Agents had negotiations about the property, or
 - o introduced by any other agent,
 during the period of this agreement.

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12. Advised Letting Value

The advised letting value of the property is estimated ([at (**ALV**)] or [to fall between (**LOW ALV**) and (**HIGH ALV**)])*.

Explanatory Note:

*Insert agreed ALV and delete other option as appropriate

(See information on Statement of Advised Letting Value)

13. Agent's fee

13.1 The Agent's fee shall be:

(a) ([[**PERCENTAGE**)]% of the annual letting value] or [for the agreed fixed price of €(**FEE**)] or [**OTHER FEE STRUCTURE**])*.

OR

(a) If the property is let for the advised letting value the level of fee payable shall be ([€(**FEE**) (where the advised value is a specified amount)] or [between €(**LOW FEE**) and €(**HIGH FEE**) (where the advised value is a specified as a range)])*.

(b) **Letting Management:**.....([€(**FEE**) per month] or [(**RATE**) % of monthly rent]) or [**OTHER FEE STRUCTURE**]

(c) **Additional Services:**.....€.....

The above fees are subject to VAT @ (VAT RATE – insert current rate) %

Explanatory Note:

* Insert agreed fee structure and delete other options as appropriate

(See Note Nos. 5 and 6 on Notes on the Form below)

13.2 (a) The fee at (a) in clause 13.1 will become payable on ([**THE DATE THE TENANT ENTERS INTO THE TENANCY**] or [**SPECIFY OTHER DATE**])*.

(b) The fee at (b) in clause 13.1 will become payable with effect from ([**THE DATE ON WHICH THE RENT IS PAID**] or [**SPECIFY OTHER DATE**])*.

(c) The fee at (c) in clause 13.1 will become payable on ([**DELIVERY OF THE SERVICE CONCERNED**] or [**SPECIFY OTHER DATE**])*.

Explanatory Note:

Clause 13.3 is optional and may be deleted

(See Note 7 on Notes on the Form below)

13.3 The fee at (a) in clause 13.1 will be increased to [**SPECIFY INCREASED FEE**] where the Client terminates the Letting Management element of this Agreement within [**STATE PERIOD**] of the tenant entering the tenancy for a reason other than a reason set out in clause 9.3(a).] –

Explanatory Note:

Clause 13.3 is optional and may be deleted

(See Note 7 on Notes on the Form below)

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14. Promotional Expenses and Other Charges

In addition to the fees referred to in clause 13 the Client shall be liable for all agreed promotion expenses and other charges. The promotion expenses and other charges which have been agreed amount to €(**EXPENSES**¹ (which is subject to **VAT @ [VAT RATE – insert current rate] %**). Any additional expenditure will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed expenses and charges will become payable (**[ON THE DATE THOSE EXPENSES ARE INCURRED BY THE AGENTS ON BEHALF OF THE CLIENT]** or **[SPECIFY OTHER DATE]**)*.

Explanatory Note:

¹ As agreed between client and agent inserted

* Delete whichever options are not appropriate

15. Property Maintenance and Repair Charges

15.1 Arrangements ([will] or [will not])* be made by the Agents for necessary maintenance to be carried out during the term of the lease as part of the Letting Management. Where the Agents arrange for maintenance and repairs, expenditure on such work ([will be agreed with the Client before any work is carried out] or [up to a level of €(**VALUE – insert agreed amount or level**) will be carried out without reference to the client and all costs above that level will require the client's prior consent] or **[SPECIFY OTHER LEVEL OF DELEGATION]**)*. The expenses incurred by the Agents will become payable on the date that ([the Agents pay for the maintenance or repair] or **[SPECIFY OTHER DATE WHEN PAYMENT BECOMES DUE TO AGENTS]**)*.

Explanatory Note:

* Insert as agreed between client and agent and delete other options as appropriate

(See Note No. 4 on Notes on the Form below)

15.2 The Client is responsible, among other things, for compliance with the Housing (Standards for Rented Houses) Regulations 2008 (S.I. 534 of 2008) and any maintenance or repairs carried out or arranged by the Agents under this Agreement do not change the Client's responsibility. **(See Note 8 on Notes to Form below)**

16. Client Moneys

16.1 Any moneys paid by a person to an Agent by way of a "booking deposit" to secure the tenancy will be held in an Agent's "client account" until the person enters the tenancy, whereupon the "booking deposit" shall be paid to the Client as part of the rental payment. Where no tenancy is entered into, the "booking deposit" shall be ([refunded to the person] or [paid to the Client])* by the Agent.

Explanatory Note:

In the case of a Joint Sole Agency it should be agreed in advance which agent holds the deposit

16.2 Any moneys paid by a person to an Agent as a "tenancy deposit bond" to secure against breaches of the tenancy, such as damages or non-payment of rent, will be paid into an Agent's "client account". The "tenancy deposit bond" shall be paid to the Client once the tenant has entered the tenancy.

16.3 Any interest so credited to the client account in respect of monies held by the Agents will be dispersed in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012 (SI No. 199/2012).

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17. Professional Indemnity Insurance

In accordance with section 45 of the Property Services (Regulation) Act 2011 there is in force policies of professional indemnity insurance which covers the Agents in the provision of this property service.

Insured: _____ **Insert as appropriate** _____

The insurance company which holds the cover is:

Name: _____

Address: _____

Policy number: _____

Insured: _____ **Insert as appropriate** _____

The insurance company which holds the cover is:

Name: _____

Address: _____

Policy number: _____

18. Records

The Agents will retain a record of the services provided on foot of this Agreement for a period of 6 years after the completion of the letting of the property. Such records shall include:

- (a) The signed copy of this Agreement;
- (b) A copy of all promotional material associated with the property service provision;
- (c) A copy of all communications relating to the property, both written and electronic, between the Agent and the client;
- (d) A copy of all communications relating to the property, both written and electronic, between the Agent and the tenant;
- (e) Client Account details as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

19. Bank Account

The "client account" in respect of this Agreement is (NAME ON ACCOUNT¹) and is held at:

Name of bank: **Complete as appropriate** _____

Address: _____

Explanatory Note

¹ Insert the name of the bank account of the agent it has been agreed will hold the deposit

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20. Disputes

20.1. Any dispute 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 AGENTS¹).

Explanatory Note:

¹ An independent person agreed by the Joint Agents should be nominated.

20.2. Any dispute which the Agent 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 CLIENT¹).

Explanatory Note:

¹ The client should nominate a suitable person

20.3. Where a dispute is not resolved under the provisions of clause 20.1 or 20.2, the Agent and the Client shall attempt resolution of the dispute through mediation. Unless otherwise agreed by the Parties, the mediator will be nominated by notice in writing ("the Mediation Request") and, once agreed by the Parties, the mediation will start within twenty eight (28) days of the Mediation Request, or, in the absence of an agreed mediator (within 28 days of the Mediation Request), a nominee of (NAME OF ORGANISATION OF STANDING¹) shall act as mediator.

Explanatory Note:

¹ The Society of Chartered Surveyors Ireland can be inserted as an organisation of standing

21. Complaints

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

- (a) **(NAME AND CONTACT DETAILS OF A PERSON WHO THE AGENT HAS PUT IN PLACE UNDER THE REDRESS AND COMPLAINTS PROCEDURE PUT IN PLACE BY THE AGENTS¹)**, and
- (b) if dissatisfied with the response to the complaint made under (a), the Client may make a complaint to:

Property Services Regulatory Authority,
Abbey Buildings,
Abbey Road,
Navan,
Co. Meath.

Explanatory Note:

¹ Insert the name of the person (should be a senior person) nominated by the agent under the internal complaint handling procedure within the agents business.

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22. Conflict of Interest

- 22.1. The Agents affirm that no conflict of interest exists that would prevent the Agents from acting for the Client.
- 22.2. Where the Agents identify the existence of, or the potential for, a conflict of interest he/she will, as soon as practicable, inform the Client, in writing, of the circumstances.
- 22.3 An Agent will immediately inform the Client in writing where the Agent is offered any form of inducement in relation to the matters covered by this Agreement.
- 22.4 An Agent will not benefit, financially or otherwise, from any party or service provider engaged in relation to any matter covered by this Agreement without the written permission from the Client.

23. Indemnity

- 23.1. The Agents have no liability for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the property or for any disrepair, defect or danger (hidden or otherwise) in the property and accordingly the Client indemnifies the Agents against all claims, demands, losses or proceedings relating to or arising from any such inherent disrepair, defect or danger (hidden or otherwise).
- 23.2. The Client indemnifies the Agents against all claims, demands, losses or proceedings relating to or arising from the performance (or non performance) by the Agents of its obligations under this Agreement except to the extent that such claims, demands, losses or proceedings relate to or arise from the Agent's wilful act or neglect.
- 23.3. The Agents are not liable to the Client if the Agents fail to do any act it is obliged to do, if such failure arises from the Client's failure to properly instruct and/or make the appropriate decision in relation to such act.

24. No Partnership/Employee/Employer Relationship

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

25. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties and shall not be modified except in writing signed by the duly authorised representatives of each of the Parties.

26. No Representation

The Parties acknowledge that in entering into this Agreement, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided in this Agreement and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

27. Severance

If any provision of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the effected provision.

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28. Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provisions thereof.

29. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland and the Parties irrevocably submit to the jurisdiction of the Courts of Ireland.

30. Signatures

Signed: _____
By/ On behalf of the Agent

Signed: _____
By/ On behalf of the Client

Signed: _____
By/ On behalf of the Agent

Signed: _____
By/ On behalf of the Client

Date: _____

Date: _____

Signing of Letters of Engagement

The Letters of Engagement, as set out, provide for the signatures of two Directors where a Company is involved and two partners where a Partnership is concerned. The Authority would prefer two signatures for such entities as this gives greater protection to the Company or Partnership. However, it recognises that this may not always be practicable. In such circumstances one signature would suffice. The most important thing is for the Company or Partnership to be satisfied that the person signing the contract is properly authorised to sign on the company's or partnership's behalf. At the very least the person signing the contract should be a Principal Officer. A Principal Officer of a company or partnership, within the Act, means:

- (a) a director, partner, manager, secretary or other similar officer of the company or partnership or
- (b) a person purporting to act in any such capacity.

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Property Services Agreement for the Letting of Land

Schedule I

(SEE NOTE 9 ON NOTES TO FORM BELOW)

Particulars of Property for Letting

Address of Property:

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

DESCRIPTION OF PROPERTY

Description of Property:

Section A

RESIDENTIAL PROPERTY

Detached Semi-detached Duplex Terraced Apartment

No. Bedrooms: ___ No. Living Rooms: ___

Total Floor area: _____ Sq. Mt.

Other Particulars (including details of partial/fully furnished, carparking, etc.):-

COMMERCIAL/INDUSTRIAL

Property description **Retail** **Office** **Industrial** **Other**

Please specify where "Other": _____

Total Floor Area of Property the subject of the lease: _____ Sq Mts. (Net/Gr.)
(Indicate whether net or gross area)

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Other Partic			
Floor No. (e.g. Gr, 1st)	Usage (e.g. Retail, Office)	Area (In Sq. Mts)	ITZA* (where applicable)

* ITZA (In Terms of Zone A) refers to a method of 'zoning' retail rents. In simple terms 'Zone A' refers to the area of a retail premises which falls within a 6m depth of the shop frontage. 'Zone B' is the 6m depth behind 'Zone A', 'Zone C' the 6m depth behind 'Zone B' and so on. ITZA allows a price per square foot figure to be quoted for the rent making rental comparables easier.

Are there Ancillary Demised Areas (e.g. car parking, storage, yards)? Yes No

If "Yes", Specify Particulars: _____

Height of Eaves (Where relevant – in meters): _____Mts.

Section C
AGRICULTURAL LAND

Area in Hectares: _____

	Agistment	Conacre	Forestry
Use	ha	ha	ha

Details of Work to be Carried out by Tenant (e.g. Fencing, Drainage, Reseeding, Hedge removal, Liming, etc.) :

Details of Buildings (Barns, Outhouses, etc.):

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Property Services Agreement for the Letting of Land

SCHEDULE II

Particulars of services which to be provided

Part I: Letting Services

(Appendix 1 contains a list of activities which can typically be carried out as Letting Services. For the purposes of completing this Part the Client and the Agents should consult Appendix 1 and include herein details of the relevant services.)

Part II: Letting Management (See Note 5 on Notes on Form below)

(Appendix 2 contains a list of activities which can typically be carried out during Letting Management. For the purposes of completing this Part the Client and the Agents should consult Appendix 2 and include herein details of the relevant services.)

Part III: Additional Services (See Note 5 on Notes on Form below)

(Appendix 3 contains a list of activities which can typically be carried out as Additional Services. For the purposes of completing this Part the Client and the Agents should consult Appendix 3 and include herein details of the relevant services.)

Property Services Agreement for the Letting of Land

SCHEDULE III

Details of Contents, Fixtures and Fittings

APPENDIX 1

Activities which can be carried out as Letting Services

(Please note that this list is not exhaustive and can added to or amended to reflect the unique nature of each property.
This Appendix is NOT part of the property services agreement and is included by way of information.)

- 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 references/screen prospective tenants/request guarantor (Delete as 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, provided by the Client, 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 deposit bond".
- Accept any advance of rent.
- Register the tenancy with the Private Residential Tenancies Board on behalf of the Client.
- Other [to be specified].

APPENDIX 2

Activities which can be carried out as Letting Management

(Please note that this list is not exhaustive and can added to or amended to reflect the unique nature of each property.
This Appendix is NOT part of the property services agreement and is included by way of information.)

DURING TENANCY

- Arrange for rent collection and remittance to landlord within [specify time]
- Carry out inspections of the property every [state frequency]
- Furnish Client with inspection report together with photographs of the interior and exterior of property
- 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
 - Window cleaning
 - Internal cleaning
 - Grounds maintenance
 - Other maintenance [as specified]

AT END OF TENANCY

- Retrieve the keys from the tenant.
- ([Change] or [Arrange to change])* the security alarm codes.
- 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.
- ([Request] or [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.
- Other [to be specified]

APPENDIX 3

Activities which can be carried out as Additional Services

1. Where the space provided in respect of any of the Agreement, or of the Schedule to the Agreement, is inadequate, any additional information, explanations and elaborations may be set out on the headed notepaper of the licensee and appended to the Agreement. Where this occurs, reference should be made to the existence of the appended document in the Agreement or the appendix.
2. Blank copies of this Agreement may be obtained from the Property Services Regulatory Authority (PSRA) website (www.psr.ie). The format of the Agreement may be reproduced on the licensee's headed notepaper. Where so reproduced, it must be reproduced without abbreviation in the format set out.
3. Items in UPPERCASE within brackets should be replaced with the appropriate text e.g. "within (NUMBER) days" could be changed to "within 21 days"
4. A number of items separated by OR and within brackets marked with an asterisk "()*" are mutually exclusive options and any option which is inappropriate should be struck out or removed e.g "Arrangements ([will] or [will not])* be made by the Agent" would be changed to "Arrangements will not be made by the Agent" as appropriate.
5. Where the services mentioned clause 4.1(b) and/or 4.1(c) are not provided those clauses along with clauses 10.1(c), 10.1(d), 13.1(b), 13.1(c), 13.2(b), 13.2(c) and Schedule II Part II and Part III may, as appropriate, be deleted.
6. There are two versions of clause 13.1(a) and only one of them must be used. Delete the clause that is not used.
7. Clause 13.3 is optional and may be deleted
8. Clause 15.2 may be deleted where the letting is not a residential property.
9. In Schedule 1, two of the Sections A, B and C may be deleted to leave the relevant Section in place
10. Additional clauses, which do not negate or conflict with those in the specified form or breach any statutory provision, may be added by agreement of both Parties
11. PSRA/S43 Form C2-2013 was specified on 22 May 2013 and licensees should check that it has not been superseded before using it.