

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it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 C3-2013, 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.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

EXAMPLE OF COMPLETION OF FORM

NOTE:

THIS FORM WAS SPECIFIED ON 10TH SEPTEMBER 2012
PLEASE ENSURE THE MOST RECENT VERSION IS DOWNLOADED
FROM THE PSRA WEBSITE

Property Services Agreement For The Provision of Property Management Services

1. Parties to the Agreement

This Agreement is between:

Management Agent

Name: _____ Insert as appropriate _____
Trading As: _____
Business Address: _____

Telephone No: _____
E-mail Address: _____
PSRA Registration No: _____

AND

[FULL NAME OF THE OWNERS' MANAGEMENT COMPANY]

Name: _____ Insert as appropriate _____
Address: _____

Collectively, "the Parties"

Person(s) authorised to instruct the Agent:

Name: _____ Insert as appropriate _____
Contact details: _____

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

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

2. Licence

The Management Agent (*the Agent*) confirms that it is the holder of a current licence, to provide property management services, 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 Service to be Provided

4.1 The services to be provided are as set out in Schedule II to this Agreement.

4.2 Additional elements of property management services, whose requirement is identified after the entering into of this Agreement, may be added to Schedule II by the Agent re-issuing, in duplicate, signed copies of that Part of the Schedule including the additional element(s). The OMC should sign and return one copy to the Agent within 7 working days. Should the OMC fail to sign and return a copy of the Part of the Schedule within 7 working days the Agent is precluded providing those additional element(s).

Explanatory Note:

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

4.3 Subject to 4.4, the Agent 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 Agent will not unreasonably decline a request from the OMC to provide services which are within the Agent's 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.

6. Duration of Agreement

6.1. The Agreement shall commence on (DATE 1¹) and shall continue in force until (DATE 2²) ("the Contract Period"), and in any event shall not be greater than 3 years.

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

6.2. The Agreement will terminate at the end of the Contract Period unless the parties agree, in writing, to its extension. It is open to the parties to agree to the extension of the contract for a further period provided that the period of the original contract together with the extension does not exceed 3 years.

6.3 A new agreement may be entered into by the Parties after the expiry of this Agreement.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

7. Termination of the Agreement

- 7.1. The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.
- 7.2. This Agreement may be terminated, without notice, by:
- (a) the OMC where:
- (i) the Agent is in material breach of the Agreement and fails to remedy the breach within **(NUMBER – insert agreed time eg 7)** days after the OMC serves a written notice on the Agent specifying the particulars of the breach; or
 - (ii) the Agent is an individual who is declared bankrupt; or
 - (iii) the Agent is a body corporate which is wound up or liquidated; or
 - (iv) the Agent is a partnership and any one of the partners is declared bankrupt; or
 - (v) the Agent's licence is suspended, not renewed or revoked; or
 - (vi) the Agent has a conflict of interest in relation to this Agreement and the OMC does not consent, in writing, to the Agent continuing to act for the OMC.
- or
- (b) the Agent where:
- (i) the OMC fails to pay any amount owing to the Agent under this Agreement within **(NUMBER)** days after the Agent serves a written notice on the OMC specifying particulars of the payment due; or
 - (ii) the OMC acts or fails to act so as to prevent the Agent from properly carrying out his obligations under this Agreement, for **(NUMBER)** days after the Agent serves a written notice on the OMC specifying particulars of the act or failure to act.

8. Effect of Termination of Agreement

- 8.1 Whether the Agreement is terminated by virtue of clause 6 or 7, the OMC shall be liable to pay all fees and charges, due under this Agreement, within **(NUMBER – INSERT AS AGREED EG 7)** days of receiving the final invoice from the Agent.
- 8.2 Whether the Agreement is terminated by virtue of clause 6 or 7, the Agent:
- (a) shall not impede the introduction of a new agent, and
 - (b) shall transfer all records held which are the property of the OMC to the OMC or a person nominated by the OMC, including the transfer of electronic records promptly and without delay and in any event no later than **(NUMBER- INSERT AS AGREED EG 7)** days after termination.

9. Agent's Fee/Commission

- 9.1. (a) The Agent's fee shall be [€ INSERT AGREED FEE] in respect of the matters set out at Part I of Schedule II. This fee is subject to VAT at the current rate of (RATE – INSERT CURRENT RATE)%.
- (b) The Agent's fee, in respect of the matters set out at Part II of Schedule II, shall be ([€] or [included as in the fee at 9.1(a)])*. This fee is subject to VAT at the current rate of (RATE)%.
- (c) The Agent's fee, in respect of the matters set out at Part III of Schedule II, shall be ([€] or [included as in the fee at 9.1(a)])*. This fee is subject to VAT at the current rate of (RATE)%.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

- (d) The Agent's fee, in respect of the matters set out at Part IV of Schedule II, shall be ([in accordance with the level of fees stated in that Part] or [included as in the fee at 9.1(a)])*. This fee is subject to VAT at the current rate of (RATE)%.

Explanatory Note:

* Insert agreed fee structure and delete other options as appropriate
(See Note No. 5 on Notes on the Form below)

- 9.2. The Agent's fees shall be invoiced (STATE FREQUENCY¹). Invoices shall be paid by the OMC by the due date which shall not be later than (STATE NUMBER²) days after the invoice date.

Explanatory Note:

¹ As agreed between OMC and agent
² As agreed between OMC and agent

- 9.3. Where this Agreement extends beyond 12 months, a review of the fees under clause 9.1 may be held (STATE FREQUENCY AND REVIEW DATE). Any changes in the fee and/or charge will be informed by changes in the ([Consumer Price Index] or [Central Statistics Office Earnings Index] or [SPECIFY OTHER])*

Explanatory Note:

This clause can be deleted where there is to be no review of the fees
(See Note 6 on Notes on Form below)

10. Indemnity

- 10.1. The OMC 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:
- the Agent is required to act on behalf of the OMC in the discharge of the OMC's functions relating to the management, maintenance and repair as provided for under clause 4, and
 - the responsibility of the Agent is limited to those services the OMC requests the Agent to carry out under clause 4.
- 10.2. The Agent has no liability for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the Development or for any disrepair, defect or danger (hidden or otherwise) in the Development and accordingly the OMC 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).
- 10.3. The OMC 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.
- 10.4. The Agent is not liable to the OMC if the Agent fails to do any act it is obliged to do, if such failure arises from the OMC's failure to properly instruct and/or make the appropriate decision in relation to such act or to make sufficient money available to the Agent to carry out its obligations under this Agreement.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

11. Professional Indemnity Insurance

- 12.1 In accordance with *section 44* of the *Property Services (Regulation) Act 2011* the Agent will retain a record of the services provided on foot of this Agreement for a period of not less than 6 years after the termination of this Agreement. Such records shall 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).
- 12.2 The Agent will keep a record in respect of the services provided on foot of this Agreement and such records are included in Schedule III.

13. Emergency Services

The particulars for any out-of-office hours services for emergencies are set out in Part III of Schedule II. The cost for this service is set out in clause 9 and that cost does not include the costs incurred in the provision of the services which are required to address any emergency which may arise.

14. Disputes

- 14.1. Any dispute which the OMC 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 AGENT¹).

Explanatory Note:

¹ An independent person should be nominated by the agent

- 14.2. 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 OMC¹).

Explanatory Note:

¹ The Chair of the OMC should be nominated

- 14.3. Where a dispute is not resolved under the provisions of clause 14.1 or 14.2, the Agent and the OMC 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

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

15. Complaints

Any complaint which the OMC may have concerned with the provision of management services by the Agent may made to:

(a) **(NAME AND CONTACT DETAILS OF THE PERSON PUT IN PLACE UNDER THE AGENT'S REDRESS AND COMPLAINTS PROCEDURE¹),**

and

(b) under the provisions of the Property Services (Regulation) Act 2011, to:

The 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 agent's business.

16. Conflict of Interest

16.1. The Agent affirms that no conflict of interest exists that would prevent the Agent from acting for the OMC.

16.2. Where the Agent identifies the existence of, or the potential for, a conflict of interest he/she will, as soon as practicable, inform the OMC, in writing, of the circumstances.

16.3 The Agent will immediately inform the OMC in writing where the Agent is offered or receives any form of inducement by a supplier or potential supplier of goods and/or services to the OMC.

16.4 The Agent will not benefit, financially or otherwise, from any party or service provider engaged by the OMC without the written permission from the OMC.

16.5 The Agent agrees not to provide, while this Agreement is in force, a letting service in respect of any of the units which form part of the development which is the subject of this Agreement.] or

16.5 The Agent agrees not to provide, while this Agreement is in force, a sales service in respect of any of the units which form part of the development which is the subject of this Agreement.] or

16.5 The Agent agrees not to provide, while this Agreement is in force, a letting service or a sales services in respect of any of the units which form part of the development which is the subject of this Agreement.])* **See Note 7**

on Notes on Form below

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

17. 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.

18. 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.

19. 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.

20. 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.

21. Waiver

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.

22. 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.

23. Signatures

Management Agent

By/On behalf of the Management Agent

Signed: _____

Print name: _____

Date: _____

Role within Management Agent: (Director/Secretary/Partner/Owner)*

[(Additional signature(s) where required

Signed: _____

Print name: _____

Date: _____

Role within Management Agent: (Director/Secretary/Partner/Other (please state))*]

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

On behalf of the Owners' Management Company By/On behalf of the Client

Signed: _____
(Director/Secretary)*

Signed: _____
(Director/Secretary)*

Print name: _____

Print name: _____

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.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

Schedule I

Particulars of the Development

Name & Address of Property:

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]

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 Owners' Management Company 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.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

SCHEDULE II
Particulars of Services to be Provided

Part I
Services provided directly by the Agent

Part I
Services provided directly by the Agent

(Appendix 1 contains a list of activities which are typically carried out by an owners' management company. For the purposes of completing this Part the Client and the Agent should consult Appendix 1 and include herein details of the relevant services.)

SCHEDULE II
Particulars of Services to be Provided

Part II
Procurement of Services on behalf of the OMC

(Appendix 2 contains a list of services which may be procured by an owners' management company. For the purposes of completing this Part the Client and the Agent should consult Appendix 2 and include herein details of the relevant services to be procured.)

SCHEDULE II
Particulars of Services to be Provided

Part III
Emergency Services

(Appendix 3 contains a list of emergency services which may be required by an owners' management company. For the purposes of completing this Part the Client and the Agent should consult Appendix 3 and include herein details of the relevant emergency services.)

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

SCHEDULE II
Particulars of Services to be Provided

Part IV
Ancillary Services which may be provided

(Appendix 4 contains a list of additional services which may be provided by an Agent to an owners' management company. For the purposes of completing this Part the Client and the Agent should consult Appendix 4 and include herein details of the relevant services and their cost.)

Service	Cost

SCHEDULE III

Records to be kept by the Agent in respect of this Agreement

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/s & 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 owners names/addresses/telephone numbers
- Report list of all Service Charge demands raised in current Financial Year
- Report List of all Debtors and Outstanding monies due.
- List of all service charges paid on closure (if applicable)
- Report List of all Debtors referred to Solicitors &/or Legal Action & contacts details of solicitors.
- List of Members paying by Periodic Payment options i.e. Direct Debit, Standing Order and payment schedules.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

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 & SO's
- Details of all accounts payable via Direct Debits & SO's

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/s

- 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)

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

10. Employment for staff/caretaker/security by Mgt Company (if applicable)

- List all direct employees, addresses, tel nos:
- Copies of Job Description/s 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 listed. (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 buildings
- Life Cycle Report for the buildings

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 OMC
- All correspondence received for and on behalf of the OMC

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

14. Master 'Card' 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.

APPENDIX 1

Activities which are typically carried out by an owners' management company

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

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 OMC.
- 2) To calculate the service charges for each unit based on the budget adopted by the OMC and the apportionment detailed in the leases.
- 3) 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 OMC on the establishment of a sinking fund in accordance with section 19 of the Multi-Unit Developments Act 2011.
- 5) 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) 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 service charges and sinking fund contributions approved by the OMC
- 8) To administer the issuing of reminders for service charge and sinking fund payments as directed by the OMC.
- 9) To administer the imposition of penalties for late payments as directed by the OMC 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 OMC directors on overdue accounts.
- 12) To arrange for the collection of arrears, from whenever they arise, as directed by the OMC.
- 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 OMC's finances in accordance with the provisions of the Property Services (Regulation) Act 2011 and regulations made thereunder.

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

- 16) To provide reports on all income and expenditure for the OMC on a [state frequency] basis
- 17) To reconcile bank statements and provide reconciliation reports to the OMC
- 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 OMC (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 OMC (other than where the Agent is the payee) upon written instruction from the OMC 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 OMC, on foot of invoiced goods and services.
- 21) Prepare and provide the relevant accounting records for the OMC's accountants and auditors.
- 22) Respond to accountants and auditors on questions arising from the preparation and audit of the OMC'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 OMC, 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.
- 4) To arrange unit ownership certificates to new unit owners.
- 5) To maintain the register of the OMC 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 OMC.
- 7) To attend [state number] directors meetings plus 1 Annual General Meeting (AGM) of the OMC per annum.
- 8) To arrange, under the instruction of the OMC's Company Secretary, the General Meetings of the OMC and prepare, produce and circulate the necessary reports and notices (once approved by the OMC) 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

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

- 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 OMC.
- 17) Carry out the OMC'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 OMC.
- 4) Preparation of insurance claims on behalf of the OMC and/or its members under the OMC's relevant policy when requested by the OMC.
- 5) Negotiation of premium payment schedule with insurance provider/ broker.
- 6) To record and receive insurance settlements on behalf of the OMC.
- 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 OMC.
- 2) To arrange delivery of planned maintenance as decided by the OMC (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 OMC'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)

APPENDIX 2

Services which may be required by an owners' management company

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

- 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 OMC's company accounts
- 15) Auditor to audit and certify the OMC'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 OMC'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)

PSRA/S43 Form D1-2012 was specified on 10th September 2012 and agents should check on the PRSA website www.psr.ie that it has not been superseded before using it

APPENDIX 3

Emergency services which may be required by an owners' management company

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

1) - ELECTRICAL

Lighting Failure
Electrical Equipment failure
Mains Failure

2) - PLUMBING

Water Leaks
Water Pump Faults
Mains Failure

3) - LIFTS

Person Entrapped in Lift
Lift Failure

4) - SAFETY/SECURITY

Security/Fire Alarm Activation
Access Door/Gate Failure or Damage
Break-in/Security Incident
Injury or Accident in Common Areas

5) - MISCELLANEOUS

Vandalism
Glazing Repairs
Storm Damage

6) - OTHER (Specify)

APPENDIX 4

Emergency services which may be required by an owners' management company

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

- 1) Attendance at meetings (in addition to those listed in Part I)
 - During office hours
 - Evenings [after [time of day] and before [time of day]]
 - Weekends
 - Public holidays
- 2) Arranging venue for meetings required by the OMC 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 OMC
- 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 OMC 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 OMC. [Specify relevant sinking fund expenditure items over the duration of the Agreement.]
- 12) **Other** (Specify)

Other services where the costs to be born by third parties

- 1) Preparing replies to Requisition on Title/ pre-contract enquiries – the cost which the Agent will charge to third parties

Notes on completion of the Property Services Agreement

1. Where the space provided in respect of any of the Agreement is inadequate, any additional information, explanations and elaborations may be set out on the headed notepaper of the Agent or OMC and appended to the Agreement. Where this occurs, reference should be made to the existence of the appended document in the Agreement.
2. Blank copies of the form of the 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 Agent's or the OMC's headed notepaper. With the exception of the following notes, it must be reproduced without abbreviation in the format set out.
3. 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. "(Director/Secretary)*" is changed to "Director" or "Secretary" as appropriate.
4. Items in UPPERCASE within brackets should be replaced with the appropriate text e.g. "within (NUMBER) days" could be changed to "within 21 days".
5. Clauses or sub-clauses which are within square brackets "[...]" are options and the clause or sub-clause can be removed where it is agreed that that option is not being exercised.
6. Clause 9.3 can be deleted where there is to be no review of the fees.
7. There are 3 versions of clause 16.5. Delete all three versions where there is agreement that the Agent can let and sell within the development while the Agreement is in force, otherwise delete the two inappropriate versions of that clause.
8. **PSRA/S43 Form D1-2012 was specified on 10 September 2012 and licensees should check that it has not been superseded before using it.**