

# Letting Terms & Conditions

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Údarás Rialála  
Seirbhísí Maoine  
Property Services  
Regulatory Authority

**Property Services Agreement**

**Letting of Land**

**Sole Agency**



## **Property Services Agreement for the Letting of Land**

### **Sole Agency**

#### **1. Parties to the Agreement**

This Agreement is between:

##### **Client Name(s):**

**Address:** c/o Brock Delappe Estate Agents, 21 Tyrconnell Road,  
Inchicore, Dublin 8

(hereinafter referred to as the "Client").

**AND**

**Agent's Name:** XXXXX  
**Business Name:** Brock Delappe Estate Agents  
**Business Address:** 21 Tyrconnell Road Inchicore Dublin 8

**PSRA Registration No:** 002179 **Telephone No:** 01 633 4446

#### **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.



## Letting of Land

### PSRA/S43 Form C1-2018

**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 Brock Delappe Estate Agents 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 Advised Letting Value**

The advised letting value of the property is estimated XXXXX.

### **6.3 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 XXXXX and shall continue in force until otherwise specified.

### **7.2 Proposed Duration of Letting**

The proposed duration of the letting is for a period of 12 months.

## **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 fee shall be 6% of monthly rent

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

The fee shall become payable to the Agent on the lease commencement date. The fee for letting management will become payable with effect from the date the rent is paid.

#### **10.2 Advertising Costs**

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

**10.2.1** The Agent will advertise the property detailed in Schedule I on DAFT.ie.

**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 €70 (exclusive of VAT).

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

**10.2.3** Any additional advertising costs will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed advertising costs will become payable on the date that the rent is paid, unless agreed otherwise.

#### **10.3 Expenses & Outlays**

The Client shall be liable for all agreed outlays incurred by the Agent. The outlays (i.e. disbursements made or to be made or expenses incurred or to be incurred by the Agent for and on behalf of the Client in respect of the letting of the property) which have been agreed to the amount of € (inclusive of VAT). Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Agent.

**10.4** The agreed outlays will become payable on the date that the rent is paid, unless agreed otherwise.



### **10.5 Property Maintenance and Repair Expenses**

Arrangements will be made by the Agent for necessary maintenance to be carried out during the term of the lease 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. The expenses incurred by the Agent will become payable on the date that the rent is paid, unless agreed otherwise.

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.

### **10.6 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 received by the Agent. The balance of the rental payment will be paid to the Client. 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 by either party by giving 4 weeks written notice.

**OR**

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 7 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;

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 28 days of such notification, or

### **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 fees 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 duration of the lease 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 7 days after termination.

## **12. The Client Account**

### **12.1 Client Account**

The Agent's "client account" in respect of this Agreement is Brock Delappe and is held at:

Name of bank:           AIB  
Address:                 Capel Street  
                                Dublin 1

### **12.2 Details on the Deposit of Moneys**

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

The deposit to be sought by the Agent shall be equivalent to one months rent and must be received by the Agent prior to move in of the tenants.

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" to be held against breaches of the tenancy, such as damages or non-payment of rent, will be paid into the Agent's "client account". The "security deposit" shall be held in the 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 by the Agent.



### **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  
Address: C/o Pembroke Insurances Ltd  
22/23 Pembroke Street  
Dublin 2  
Policy number: 01 ZPI 2370127

### **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 shall not sign the lease on behalf of the Client unless they have obtained written authorisation from 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 David Brock or Kevin Delappe.

**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**

Brock Delappe Estate Agents will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website for more information on how your information is used and your rights in relation to this.



**28. Signatures**

**Print**  
**Name:** \_\_\_\_\_  
**Licensed Agent Only**

**Print**  
**Name:** \_\_\_\_\_  
**Client**

**Signed:** \_\_\_\_\_  
**Licensed Agent Only**

**Signed:** \_\_\_\_\_  
**Client**

**Negotiator**  
**Licence No.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Property Services Agreement for the Letting of Land**

**SCHEDULE I**

**Particulars of Property for Letting**

**Address of Property:**

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**\*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       Semi-detached       Duplex       Terraced       Apartment

No. Bedrooms: \_\_\_\_\_      No. Living Rooms: \_\_\_\_\_

Total Floor area: \_\_\_\_\_ Sq. Mt.

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

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## **Property Services Agreement for the Letting of Land**

### **SCHEDULE II**

#### **\*Particulars of services to be provided**

##### **Part I: Letting Services**

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

- 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 of prospective tenants /screen prospective tenants/request guarantor.
- Provide references to the Client for adjudication in advance of signing of tenancy agreement.
- 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 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.
- Facilitate the establishing of a Standing Order mandate for the future payments of Rent by the Tenant, by providing the Tenants with your bank details where we are in possession of them



## **Part II: Letting Management**

### **DURING TENANCY**

- Arrange for rent collection and remittance to Client within 10 working days.
- Carry out inspection(s) on the request of the owner.
- Following inspection of property, licensee shall furnish Client with written inspection report(s) 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 agreed]

### **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.

## **Part III: Additional Services**

### **IN PREPARATION FOR A NEW TENANCY**

- Repairs/replacement of damaged items
- Maintenance of essential items and services
- Window cleaning
- Internal cleaning
- Grounds maintenance
- Other maintenance [as agreed]



**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**





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Kilmainham, Dublin 8  
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