

# Selling Terms & Conditions

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Údarás Rialála  
Seirbhísí Maoine  
Property Services  
Regulatory Authority

**Property Services Agreement**

**Sale of Land**

**Sole Agency**



## 1. Parties to the Agreement

This Agreement is between:

**Client Name(s):** XXXXXXXX

**Address:** XXXXX

(hereinafter referred to as the "Client").

**AND**

**Agent's Name:** Brock Delappe Estate Agents

**Business Address:** 21 Tyrconnell Road

Inchicore

Dublin 8

and

4 Imaal Mart

Cabra

Dublin 7

**PSRA Business Licence No:** 002179 **Telephone No:** 016334446 and 018682382

(hereinafter referred to as the "Agent").

## 2. Licence

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



### **3. Property Service to be Provided**

The Client appoints the Agent for the duration of the Agreement to sell on behalf of the Client, the property described in Schedule I of this Agreement.

### **4. 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 sell the property for the duration of this agreement.

The Client shall:

- not dispose of the property through any other agent for the duration of this agreement and
- be liable to pay the Agent the agreed fees, in addition to any other agreed costs or charges set out in clause 9 if, within the period specified in clause 10 of the termination of this agreement, contracts for the sale of the property are exchanged with a purchaser:
  - introduced by the Agent, or
  - with whom the Agent had negotiations about the property, or
  - introduced by any other agent, during the period of this agreement.

### **5. Particulars of Property**

#### **5.1 Description of the Property**

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

#### **5.2 Advised Market Value**

The advised market value of the property is estimated at XXXXX

### **6. Duration of Agreement**

The Agreement shall commence on XXXXX and shall continue in force until the contracts for the sale of the property are signed

### **7. Obligations of the Agent**

- 7.1** 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.



- 7.2** The Agent confirms that they are competent to provide the services required by the Client.
- 7.3** 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 the services in a proficient and professional manner.

## **8. Obligations of the Client**

- 8.1** The Client confirms that they are the full beneficial owners of the subject property, and are fully authorised to act in all matters relating to this Agreement.
- 8.2** The Client confirms that they are not aware of any impediment to the sale of the property and confirms that they will make the agent aware of any impediment as soon as reasonably possible should any matter arise.
- 8.3** The Client confirms that they will make the property available for viewing at all reasonable times and that the property will be presented in a manner agreed with the agent so as not to impede the sale process.
- 8.4** Should the Client sell any part of the land otherwise than through the Agent, then the obligations of the Client are set out in Schedule II.

## **9. Fees, Outlays & Invoicing**

### **9.1 Agent's Fee / Commission & VAT**

The Agent's fee shall be 1 % of the sale price.

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 date the contract for the sale of the property is concluded.

### **9.2 Advertising Costs**

The Client shall be liable for all agreed advertising costs in addition to the fee at 9.1.

**9.2.1** The Agent will advertise the property detailed in Schedule I in various websites, publications and where we the agent feel will benefit the sale.

**9.2.2** The advertising costs (paid or to be paid by the Agent for and on behalf of the Client in respect of the selling of the property) which have been agreed are €300 (exclusive of VAT). The advertising costs shall be subject to VAT at prevailing rate at the time (currently 23%)



**9.2.3** 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 signing of this Agreement.

### **9.3 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 selling the property) have been agreed, to the amount of € XXXXX (exclusive of VAT).

Expenses or outlays will be subject to VAT at prevailing rate at the time (currently 23%).

Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Agent. The agreed outlays will become payable on signing of this Agreement.

### **9.4 Invoicing Arrangements**

The fees (in addition to the advertising and expenses detailed above) will be deducted from the payment (deposit) received by the Agent (which is not returned to the person who made the payment). The Agent will issue an invoice showing the payment received and all deductions made to the Client. The balance of the remaining deposit is forwarded to the client or their solicitor.

## **10. Termination of the Agreement**

### **10.1 Notice Period for Termination**

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

### **10.2 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; or

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 being notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within 7 days of such notification, or

### **10.3 Consequences of Termination of Agreement**

**10.3.1** 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 sale has been arranged and the purchaser is a person or entity
  - (i) introduced by the Agent; or
  - (ii) with whom the Agent had negotiations about the sale prior to the termination of the Agreement; or
  - (iii) introduced by another Agent prior to the termination of the Agreement, and
- c) pay any agreed expenses and outlays incurred by the Agent up to the date of termination.

**10.3.2** The Agent shall not be entitled to a fee where the property is sold more than 6 months after the termination of this Agreement.

**10.3.3** 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.



## **11. The Client Account**

### **11.1 Client Account**

The Agent's client account in respect of this Agreement is Brock Delappe Ltd and is held at AIB Capel Street

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

The Agent shall deposit moneys received from the purchaser into the Agent's Client Account in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

### **11.3 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).

## **12. Conflict of Interest**

**12.1** The Agent affirms that no conflict of interest exists that would prevent the Agent from providing the property service for the Client.

**12.2** 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.

**12.3** 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.

**12.4** 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.

## **13. 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





## **14. 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 sale 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 purchaser;
- Statement(s) of advised market value;
- The records relating to financial services created pursuant to section 60 of the Property Services (Regulation) Act 2011;
- The records relating to all offers, created pursuant to section 61 of the Property Services (Regulation) Act 2011; and
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

## **15. Offers**

Offers, including conditional acceptances in respect of sales, as provided for in section 61 of the Property Services (Regulation) Act 2011, shall be provided to the client by agreement of both parties.

## **16 Financial Services**

It is not the Agent's intention to offer financial services to prospective purchasers.

It is not the Agent's intention to offer financial services to prospective purchasers through a subsidiary or associated body of the Agent.



## 17. Complaints and Redress Procedures

- 17.1** 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.
- 17.2** The Client must detail the complaint in writing to the above mentioned person.
- 17.3** The above mentioned person will consider the complaint and issue a response to the complainant in writing within 10 working days of receipt.
- 17.4** 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,  
C15K7PY

## 18. Statement of obligations on the Agent pursuant to section 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended)

The Agent is obliged under *sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended)* to report to An Garda Síochána and the Revenue Commissioners suspicious transactions and transactions involving places designated under section 32 of that Act.

## 19. Indemnity

- 19.1** 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).
- 19.2** 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 willful act or neglect.

**19.3** 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.

## **20. 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.

## **21. 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 and signed by each of the Party to the agreement.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.



## **26. Data Protection**

Brock Delappe will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website [insert 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.** 002179 \_\_\_\_\_

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

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



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

**SCHEDULE I**

**Particulars of Property for Sale**

**Address of Property:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Folio Number:** \_\_\_\_\_

(The folio number of the property must be included (if appropriate) and in circumstances where the address is insufficient to fully identify the property maps/drawings may be appended as appropriate.)

Freehold  OR Leasehold

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

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**Multi-Unit Development:**

Service charge in current year: €\_\_\_\_\_

Sinking fund contribution in current year: €\_\_\_\_\_

Value of sinking fund^: €\_\_\_\_\_

(^in the most recent statement under section 17 of the Multi-Unit Developments Act 2011)



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t: +353 (0)1 633 4446

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