**Property Services Agreement Auction of Livestock/Vehicles/Antiques/Chattels**

 **All sections of this Agreement MUST be completed**

**1. Parties to the Agreement**

**Client Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­\_\_\_\_\_\_**

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Hereinafter referred to as the “Client”)

**Agent's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PSRA Business Licence No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Hereinafter referred to as the “Agent”)

**2. \*Property Service to be Provided** (delete as appropriate)

[Business Name] is contracted to sell by auction, on behalf of the Client, <Livestock **OR** Vehicles **OR** Antiques **OR** Goods and Chattells>.

**3. \*Agent's fee**

The Agent’s fee shall be <€> **OR** <% of the value of the product sold>.

**4. Buyer’s Premium**

The Agent may also charge a fee to the purchaser “the *buyer’s premium*”. The *buyer’s premium* is a commission paid by the buyer to the Agent in addition to the sale price. It is separate from the fee outlined at Clause 3. The *buyer’s premium* shall be <STRUCTURE OF BUYER’S PREMIUM>. VAT is payable on the *buyer’s premium* at prevailing rate at the time of sale (currently <**VAT** RATE %>).

**5. \*Duration of Agreement**

The Agreement shall commence on **[Date 1]** and shall continue in force until **[Date 2] (“The Contract Period”).** If terminated before end of contract period 30 days’ notice shall be given.

**5.1** Pursuant to S.I 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, where an LoE/PSA is signed with an individual Client (and not a business Client) by way of either distance contract (e.g. E-Signature) or at a place that is **not** the **Agent’s business premises**, a “Cooling Off” period of 14 days is applicable.

The “Cooling Off” period entitles the Client to cancel the LoE/PSA within 14 days of the date the agreement is signed by both parties.

**6. \*Conflict of Interest**

The Agent affirms that no conflict of interest exists that prevents him/her providing the property service for the Client.

**7. \*Professional Indemnity Insurance**

The Agent holds PI Insurance with:

**Insurer’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

**Policy Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

**8. \*Records**

The Agent will keep a record of the services provided on foot of this Agreement for **6 years**. All financial records must be kept for **7 years**.

**9. \*Bank Account**

The Agent's Client Account is held at:

**Name of Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **10. \*Client Moneys**

Any interest credited to the Client Account in respect of monies held by the Agent will be disbursed in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

**11. \*Complaints**

**11.1** Any complaint which the Client may have arising under this Agreement may be dealt with by [Name and contact details of a person whom the Agent nominates to manage complaints]. A response will issue within 10 working days of receipt of the complaint.

**11.2.1** Where the complaint is not resolved to the satisfaction of the client, the client may refer the matter for mediation facilitated by a mediator.  The mediator shall be nominated by the Client for approval by the Agent. The cost of mediation shall be met equally by both parties.

**11.2.2** 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.

**12. \*Statement of obligations on the Agent pursuant to section 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010**

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

**13. Data Protection**

**<NAME OF BUSINESS ENTITY>** will process all your personal information in accordance with the relevant Data Protection laws. <Copy of Privacy Statement available on request.> **OR** <Please visit our Privacy Statement on our website [insert Agents website address]> for more information on how we use your information and your rights in relation to this.

**14. Signatures:**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Licensed Agent Only [Print Name] Client [Print Name]**

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

 **Licensed Agent Only Client**

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

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