****

**Údarás Rialála**

**Seirbhísí Maoine**

**Property Services**

**Regulatory Authority**

**Property Services Agreement**

**Letting of Agricultural Land**

**(Letting in Conacre or Agistment)**

**Sole Agency**

**Or**

**Joint Agency**

**Or**

**Multiple Agency**

The Headings which are in **bold, underlined and marked with an asterisk (\*)** are items which *must* be addressed in this Agreement.

**DELETE OPTIONS PROVIDED AS REQUIRED**

**1. \* Parties to the Agreement**

This Agreement is between:

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

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

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(Hereinafter referred to as the “Client”)

**AND**

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

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

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

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**\* Telephone No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\* Other Business Contact Details**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 (Hereinafter referred to as the “Agent”)

**2.** \* **Licence**

The Letting Agent (*the Agent*) confirms that they are 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 to provide a letting service for the property described in Schedule I. Schedule II provides details of services which may be provided under conacre or agistment.

**4.** \* **Description of Agency Agreement** (delete options as appropriate)

**4.1** The nature of the agency agreement is that of **Sole Agency.** As Sole Agent <**Name of Agent**> is the only agent with the right to let the land for the duration of this agreement.

The Client shall:

* not let the land through any other agent for the duration of this agreement and
* be liable to pay the Agent the agreed fees set out in clause 9.1 in addition to any other agreed outlays set out in clause 9.3 if, within the period specified in clause 10.3.2 of the termination of this agreement, the land is let to a person taking the land:
* 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.

**OR**

The nature of the agency agreement is that of **Joint Agency**. As Joint Agents <**NameS of Agents**> are the only agents with the right to let the land for the duration of this agreement and agree to share the fees set out in clause 9.1.

The Client shall:

* not let the land through any other agent for the duration of this agreement and
* be liable to pay the Agents the agreed fees set out in clause 9.1, in addition to any other agreed outlays set out in clause 9.3 if, within the period specified in clause 10.3.2 of the termination of this agreement, the land is let to a tenant:
* introduced by one of the Agents, or
* with whom one of the Agents had negotiations about the land, or
* introduced by any other agent, during the period of this agreement.

 **OR**

The nature of the agency agreement is that of **Multiple Agency**. <**Name of Agent**> is one of a number of Agents with the right to let the land for the duration of this agreement.

The Client shall:

* reserve the right to let the land through any other agent during this agreement and
* be liable to pay the Agent the agreed fees set out in clause 9.1, in addition to any other agreed outlays set out in clause 9.3 where a tenancy has been arranged by the Agent and entered into by the tenant.

**5.** \* **Advised Letting Value**

The advised letting value (ALV) of the property is estimated (at <**VALUE**>).

**OR**

(to fall between <**LOW VALUE>** and <**HIGH VALUE**>).

**6.** \***Duration of Agreement**

**6.1** The Agreement shall commence on <**DATE 1>** and shall continue in force until <**DATE 2> OR <SPECIFY EVENT>.**

**6.2** 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 **Agents 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.

**6.3** \***Proposed Duration of Letting**

The proposed duration of the letting is for <**SPECIFY PERIOD>**.

**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 letting of the land

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 so not to impede the letting process.

**8.4** 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 III.

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

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

 The Agent’s fee shall be: (for the agreed fixed price of €<**FEE**>)

**OR**

(<**PERCENTAGE**> of ALV (which is a value) which equates to €<**FEE>**)

**OR**

(<**PERCENTAGE**> of ALV (which is a range) which equates to between €<**LOW FEE>** and €<**HIGH FEE>**)

**OR**

(<**OTHER FEE STRUCTURE**>).

The fee shall be subject to VAT at prevailing rate at the time (currently <**VAT RATE**>%).

The fee shall become payable to the Agent on <**specify condition(s)**>.

**9.2** \* **Advertisement Costs**

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

**9.2.1** The Agent will advertise the property detailed in Schedule I on <**STATE AGREED FORM/LOCATION OF ADVERTISEMENT OF PROPERTY**>.

**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 letting of the property) which have been agreed are €<**ADVERTISING COSTS**> (exclusive of VAT).

The advertising costs shall be subject to VAT at prevailing rate at the time (currently <**VAT RATE**>%).

**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 <**specify CONDITION(S)**>.

**9.3** **Expenses & Outlays**

The Client shall be liable for all agreed outlays. The outlays which have been agreed amount to € <**EXPENSES>** (which is subject to VAT @ <**VAT RATE**> %). Any additional expenditure will be agreed in advance with the Client and confirmed in writing by the Agent.

The agreed outlays will become payable <**on the date those expenses are incurred by the agent on behalf of the client** > **OR** <**specify other date**>.

**9.4** **Invoicing Arrangements**

Any rental payments received by the Agent will be paid to the Client within <**specified period** > or<**not later than 30 days** >.

**10. \* Termination of the Agreement**

**10.1** **\* Notice Period for Termination**

This Agreement may be terminated by either party by giving <**NOTICE PERIOD**> weeks

written notice.

**OR**

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:

1. is in material breach of the Agreement and fails to remedy the breach within <**NUMBER**> days after the Client serves a written notice on the Agent specifying the particulars of the breach; or
2. is an individual who is declared bankrupt; or
3. is a body corporate which is wound up or liquidated; or
4. is a partnership and any one of the partners is declared bankrupt; or
5. has had his/her licence suspended, not renewed or revoked; or
6. 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
7. <**SPECIFY OTHER GROUNDS FOR TERMINATION**>**.**

This Agreement may be terminated without notice by the Agent where the Client:

1. fails to pay any amount owing to the Agent under this Agreement within <**NUMBER**> days after the Agent serves a written notice on the Client specifying particulars of the payment due; or
2. 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 Client specifying particulars of the act or failure to act; or
3. <**SPECIFY OTHER GROUNDS FOR TERMINATION**>.

**10.3** \* **Consequences of Termination of Agreement**

**10.3.1** When the Agreement is terminated the Client shall be liable to:

1. pay for all agreed outlays, incurred by the Agent up to the date of termination, and
2. pay the Agents fees for Letting Services, where a licence arrangement has been entered into and the person taking the land is a person;
3. introduced by the Agent; or
4. with whom the Agent had negotiations about the licence arrangement prior to the termination of the Agreement; or

(iii) introduced by another agent prior to the termination of the Agreement.

**10.3.2** The Agent shall not be entitled to a fee where the land is let more than <**SPECIFY**

 **PERIOD**> 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 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 <**SPECIFY PERIOD**> days after termination.

**11. \* The Client Account**

**11.1 \* Client Account**

**In the case of Joint/Multiple Agency Agreements – details of each client account must be provided**

The Agent's Client Account in respect of this Agreement is <**NAME ON ACCOUNT**> and is held at:

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

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

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

Any moneys paid by a person to the Agent by way of advanced rent to secure the tenancy will be held in the Agent's "Client Account" until the person enters the licence agreement whereupon the advanced rent shall be paid to the Client as part of the rental payment.

**11.3 \* Interest on Client Moneys**

Any interest credited to the client account in respect of moneys held by the Agent will be disbursed 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**

**In the case of Joint/Multiple Agency Agreements – details of each insurance policy must be provided**

The insurance company which holds the Agents professional indemnity cover is:

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

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

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

**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 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.

**15.\* 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.

**16. \* Complaints and Redress Procedures**

**16.1** Any complaint which the Client may have arising under or in connection with this

Agreement may be dealt with by <**Name and contact details of the person**

 **who will be the point of contact for the CLIENT**>.

**16.2** The Client must detail the complaint in writing to the above mentioned person.

**16.3** The above mentioned person will consider the complaint and issue a response to the

 complainant in writing within 10 working days of receipt.

**16.4.1** 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.

**16.4.2** 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

**17. \* 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.

**18. Indemnity**

**18.1** The Agent has no liability:

1. for any loss arising from any inherent disrepair, defect or danger (hidden or otherwise) in the property, or
2. 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).

**18.2** 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.

**18.3** 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. Data Protection**

**<NAME OF BUSINESS ENTITY>** will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website **<INSERT AGENTS WEBSITE ADDRESS HERE>** for more information on how your information is used and your rights in relation to this.

**OR**

**<NAME OF BUSINESS ENTITY>** will process all your personal information in accordance with the relevant Data Protection laws. A copy of the Privacy Statement is attached for your information.

**26. \*Signatures**

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

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

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

 **Licensed Agent Only Client**

**Negotiator**

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

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

**Note 1: In the case of Joint Agency Agreements, all Agents must sign and date one single Letter of Engagement/Property Services Agreement.**

**Note 2: In the case of Multiple Agency Agreements, all Agents must sign and date their own individual Letter of Engagement/Property Services Agreement with their Client.**

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

**(Conacre or Agistment)**

**SCHEDULE I**

***Particulars of Property for Letting***

**Address of Property:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Description of Property:**

Area in Hectares: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Agistment** | **Conacre** | **Forestry** |
| **Use** | **Ha** | **Ha** | **Ha** |

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

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

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

**(Conacre or Agistment)**

**SCHEDULE II**

*Particulars of services which are to be provided*

Below is a list of activities, which can typically be carried out for the purposes of Letting Agricultural Land. The Client and the Agent should consult and agree details of the relevant services.)

Activities which may be carried out in addition to the Letting Services

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

* Carry out an inspection of the Land to determine Advised Letting Value.
* Market/Advertise the Land.
* Show the Land to persons wishing to take it under a Licence Agreement.
* Get the Licence Agreement, provided by the Client, signed by the person taking the land.
* Notify the person taking the Land under the Licence Agreement of work to be carried out by him/her (e.g. fencing, drainage, reseeding, hedge removal, liming, etc.).
* Notify the person taking the Land under the Licence Agreement of arrangements for rent payment.
* Accept any advance of rent.
* Other [to be specified].

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

**(Conacre or Agistment)**

**SCHEDULE III**

**\*Obligations of the Client**

 Notes

1. Blank copies of this Specified Form: Property Services Agreement may be obtained from the Property Services Regulatory Authority (PSRA) website ([www.psr.ie](http://www.psr.ie)). The format of the Agreement may be reproduced on the licensee’s headed notepaper.
2. In designing this Specified Form, it provides for Sole Agency, or Joint Agency and/ or Multiple Agency Agreements. Within some sections of this Agreement, to facilitate the relevant type of Agreement, this form provides optional text which may be accepted or deleted as appropriate. Where text is provided and forms no part of this Agreement, the relevant text should be deleted.
3. This Agreement must be signed by a PSRA Licensed Agent and the Client. Any amendment to this agreement must be signed by both parties.
4. Items in <**BLUE TEXT**> within < > should be replaced with the appropriate text e.g. “…on <**START DATE**> and…” could be changed to “…on 10 August 2016 and…”.

Items where a choice of text is offered, one body of text must be selected

1. The headings in the Specified Form which are **bold, underlined and marked with an asterisk (\*)** are heads of agreement which must be addressed in the Property Services Agreement in accordance with Parts 1 and 3 of Schedule 2 of the Property Services (Regulation) Act 2011 (the relevant provisions have been extracted at Appendix 1 to these notes). The terms of agreement in this Specified Form are suggested provisions only and the Property Services Regulatory Authority does not accept any liability with respect to their application or enforceability.

The Client and the Agent (Licensee) may make amendments to these terms of agreement and/or agree different terms in respect of the said headings. However, it is the Agent’s responsibility to ensure that in undertaking any amendment of the Specified Form - Property Services Agreement and/or agreeing any different terms, the provisions of Schedule 2 of the Property Services (Regulation) Act 2011 are complied with in clear and unambiguous terms.

1. Separately, those heads of agreement which are in bold only are optional and may be deleted in full or amended as appropriate. The Client and the Agent may also agree terms in respect of heads of agreement which are not provided for in this Specified Form. The additional terms of agreement in this Specified Form are suggested provisions only and the Property Services Regulatory Authority does not accept any liability as to the adequacy of the heads and/or terms of agreement under this Property Services Agreement or with respect to their application or enforceability.
2. This form PSRA/S43 Form C2 was specified on **07 October 2022** and replaces PSRA/S43 Forms C-2018 PSRA/S43 which was specified on 01 October 2018.
3. It is not necessary to set aside an existing Property Services Agreement to use this revised Property Services Agreement. However, Clients and Agents may do so if they agree to same.
4. Pursuant to S.I 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, where a LoE/PSA  is signed with an individual Client (and not a business Client) a “Cooling Off” period of 14 days is applicable where:
* The Agent (licensee) and the client are not present in the Agent (licensee’s) **business premises** at the time the LoE/PSA is signed;
* LoE/PSA is signed electronically.

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.

**Appendix 1**

**Part 1 and Part 3 from Schedule 2 of the Property Services (Regulation) Act 2011**

SCHEDULE 2

Information to be Contained in Property Services Agreements

PART 1

Property Services Agreements — general

1. A property services agreement in respect of the provision of a property service shall include—

(a) the name, registration number, business address and other business contact details of the licensee,

(b) any business name of the licensee,

(c) details of the property services to be provided by the licensee,

(d) particulars of the subject matter of the agreement (including the folio number of the land, if appropriate),

(e) the amount or the rate, as the case may be, of any commission or other fee payable by the client under the agreement and the circumstances under which the commission or fee, as the case may be, becomes payable,

(f) particulars of the rate of value added tax payable,

(g) the period during which the rights or obligations of the client or licensee are to have effect under the agreement,

(h) the length of notice to be given in the event of the termination of the agreement by the client or licensee, and the consequences,

(i) a statement of the obligation (if any) on the licensee, pursuant to sections 42 and 43 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, to report, to the Garda Síochána and the Revenue Commissioners, suspicious transactions and transactions involving places designated under section 32 of that Act,

 (j) affirmation that no conflict of interest exists which would prevent the licensee providing the property service,

(k) details of the professional indemnity insurance of the licensee,

(l) details of the records to be kept by the licensee in respect of the provision of the property service,

(m) the name and address of the bank in which the licensee’s client accounts are kept,

(n) details on the deposit of moneys paid to the licensee by the client and the application of any interest earned thereon, and

 (o) complaints and redress procedures put in place by the licensee.

PART 3

Property Services Agreements for Letting of Land

3. Without prejudice to the generality of *Part 1*, a property services agreement for the letting of land shall also include—

(a) the proposed duration of the letting and the advised letting value of the land,

(b) a description of the agency model (sole agency, joint agency or multiple agency),

(c) in the case of a fee or commission expressed as a percentage of the advised letting value of the land—

1. if *paragraph (a)* of the definition of “advised letting value” in *section 2(1)* is applicable, the estimated total amount payable,
2. if *paragraph (b)* of the definition of “advised letting value” in *section 2(1)* is applicable, the estimated range within which the total amount payable would fall,

(d) the terms on or subject to which the client agrees to advertising the land and the amount of advertising outlay,

(e) the obligations (if any) which will apply to the client should he or she let any part of the land otherwise than through the licensee concerned, and

(f) a schedule of contents and fixtures and fittings to be included in the letting, if applicable.

[END EXTRACT]