



Údarás Rialála
Seirbhísí Maoine
Property Services
Regulatory Authority

Property Services Agreement

For

The Provision of Property Management Services

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

DELETE OPTIONS PROVIDED AS REQUIRED



***1. Parties to the Agreement**

This Agreement is between:

***Client Name(s):** _____
 ***Address:** _____

(hereinafter referred to as the "Client")

Person(s) authorised to instruct the Agent:

Name: _____
Contact details: _____

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

AND

***Agent's Name:** _____
 * **Business Name:** _____
 * **Business Address:** _____

* **PSRA Business Licence No:** _____ ***Telephone No:** _____

***Other Business Contact Details:** _____
 (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. 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 Services to be Provided

4.1 Property Services to be Provided

The Client appoints the Agent for the duration of the Agreement to provide the property management services as set out in Schedule II to this Agreement in relation to the Property as detailed in Schedule I of this Agreement.

**4.2 *Timetable for the Delivery of Services**

All services by the Agent will be delivered in accordance with any prescribed timetables in Schedule II of this Agreement or as often, as is reasonable.

4.3 *Reporting obligation of the Agent to the Client

The reporting obligations of the Agent to the Client are detailed under the relevant service category and included in Schedule II to this Agreement.

4.4 *Notice to be given by the Client to the Agent for Additional Services

The notice required to be given by the Client to the Agent for the delivery of additional services which are not included in the Agent's fee will be by agreement between the parties prior to commencement of the additional services. These additional services are not included in Parts I and II of Schedule II to this Agreement, but are included in Part IV of Schedule II to this Agreement.

4.5. *Emergency Services

The particulars for any out-of-hours' services for emergencies are set out in Part III of Schedule II to this Agreement. The cost for the services which are the subject of this agreement, do not include the costs incurred in the provision of the services which are required to address any emergency. If these arise they shall be paid to the service providers by the Client.

4.6 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 of the provision of such emergency services shall be provided by the Agent to the Client within 7 days of the provision of the service.

All costs incurred by the Agent will be the responsibility of the Client.

5. *Description of the Agency Agreement

The Client appoints the Agent to provide services as detailed in Schedule II of this Agreement.

6. *Particulars of the Property

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

7. *Duration of Agreement

- 7.1 The Agreement shall commence on <DATE 1> and shall continue in force until <DATE 2> ("the Contract Period"), and in any event shall not be greater than 3 years.
- 7.2 A new agreement may be entered into by the Parties after the expiry of this Agreement.
- 7.3 In the absence of a new Agreement following the expiry of the Contract Period, either party may terminate the agreement (without reason or penalty) by giving the other party not less than 90 days' notice in writing.



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 it 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 owner of the subject property, and are fully authorised to act in all matters relating to this Agreement.
- 9.2** The Client has disclosed any material matter that may impede the efficient and effective management of the Multi-Unit Development by the Agent.
- 9.3** The Client confirms that they will at all times maintain adequate property owners, employers and public liability insurance for the property with a reputable insurer.

10. *Fees, Outlays & Invoicing

10.1 * Agent's Fee / Commission & VAT

10.1.1 The Agent's fee shall be €<FEE> in respect of the matters set out at Part I of Schedule II. This fee shall be subject to VAT at the prevailing rate (currently <VAT RATE>%).

10.1.2 The Agent's fee, in respect of the Additional Services set out at Part III of Schedule II, shall be agreed between the parties prior to the commencement of the service(s). This fee shall be subject to VAT at the prevailing rate (currently <VAT RATE>%).

10.2 Review of Fee/Charges

A review of the fees under clause 10.1 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>).

10.3 Delegation

<The delegation by the Client to the Agent to enter into contracts on behalf of the Client is detailed in Schedule II, Part II to this Agreement. Any additional delegation will be agreed in advance with the Client and confirmed in writing by the Agent. The Client shall be liable to pay for all goods and services which have been contracted by the Agent, in observance with the delegation, on behalf of the Client.>

OR

<The Client shall not delegate to the Agent authority to enter into contracts on their behalf.>

10.4 Invoicing Arrangements

The fee shall become payable to the Agent on <SPECIFY CONDITION(S)>. The Agent's fees shall be invoiced <STATE FREQUENCY>. Invoices shall be paid by the Client by the due date which shall not be later than <STATE NUMBER> days after the invoice date.



11. *Termination of the Agreement

11.1 *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.

11.2 Termination Events

This Agreement may be terminated by the Client where the Agent:

- (a) is in material breach of the Agreement and fails to remedy such breach within <SPECIFY PERIOD> 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
- (g) <SPECIFY OTHER CONDITION(S)>.

This Agreement may be terminated 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, or
 - (iii) having being notified in writing by the Agent of any matter referred to in (i) or (ii) fails to address such matter within <SPECIFY PERIOD> of such notification, or
- (b) <SPECIFY OTHER CONDITION(S)>.

11.3 * Consequences of Termination of Agreement

The Client shall be liable to pay all fees and expenses, due under this Agreement, within <NUMBER> days of receiving the final invoice from the Agent.

The Agent:

- (a) shall not impede the introduction of a new agent, and
- (b) subject to Data Protection regulations, shall, where requested, 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 <NUMBER> days after being requested to transfer the records.

12. *Banking & Client Accounts

12.1 * Banking

The Client will operate relevant bank account(s) in its own name and in accordance with its company constitution in order to operate its service charge scheme and sinking fund.

12.2 Operation of OMC Bank Account

The Agent will lodge all moneys received in respect of the Client to the relevant bank account nominated by the Client as soon as possible but no later than 14 working days after receipt of the Client's moneys.



12.3 Agent's Client Accounts

12.3.1 In circumstances where the Agent facilitates the operation of direct debit or third party online payment or EPOS payment schemes that will, in the first instance, have service charges and/or sinking fund payments credit an Agent's Client Account, the Agent shall, prior to the operation of such schemes, advise the Client of their existence. The Agent shall detail to the OMC such schemes that are in operation and the processes involved.

12.3.2 The Agent shall transfer all Client moneys lodged to the Agent's Client Account to the bank account nominated by the Client within 14 days.

12.4 *The Agent's Client Account

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

Name of bank: _____

Address: _____

12.5 Details of the method engaged by the Agent to facilitate the transfer of moneys to the Client account are as follows:

12.5.1 Where payment is made by cheque/bank draft/order payable to the Agent, the Agent will lodge the cheque/bank draft/order to the Agent's Client Account until the funds are clear and will then within a reasonable time not exceeding 14 days transfer the cleared funds by way of EFTS to the account of the Client.

12.5.2 Where payment is made online via Paypal or similar the Agent will transfer cleared funds within 14 days of payment.

12.5.3 Where payment is made by way of EPOS / Credit Card the Agent will transfer cleared funds to the Clients' account within 14 days of payment.

12.6 * Interest on Client Moneys

Any interest accruing in excess of €50 will be paid to the client in accordance with the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 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.

13.5 <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



<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

<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.>

14. *Professional Indemnity Insurance

The insurance company which holds the Agent's professional indemnity insurance cover is:

Insurer's Name: _____

Address: _____

Policy number: _____

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 termination of this Agreement.

Accounting records shall be preserved by the Agent for a period of 7 years.

Such records to 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).
- Client Account details and any financial records as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012 must be kept for 7 years.

The Agent will keep a record in respect of the services provided on foot of this Agreement and such records are detailed at Schedule III.

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 <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.>



OR

<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 Client 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:

- (a) The Agent is required to act on behalf of the Client in the discharge of the Client's functions relating to the management, maintenance and repair as provided for under Schedule II, and
- (b) The responsibility of the Agent is limited to those services the OMC requests the Agent to carry out under Schedule II.

18.2 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).

18.3 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.

18.4 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 the each of the Parties.

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 and Data Protection policy of the Client.

27. *Signatures

Print
Name: _____
Licensed Agent Only

Print
Name: _____
Client

Signed: _____
Licensed Agent Only

Signed: _____
Client

Negotiator
Licence No. _____

Date: _____

Date: _____



SCHEDULE I

Particulars of the Development

Name & 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.)

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]

(Hereinafter referred to as the "Development")



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 Client 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.



SCHEDULE II

Particulars of Services to be Provided

Part I

Services provided directly by the Agent

(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)

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 Client.
2) Annually to calculate the service charges for each unit based on the budget adopted by the Client and the apportionment detailed in the leases.
3) Annually 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 Client on the establishment of a sinking fund in accordance with section 19 of the Multi-Unit Developments Act 2011.
5) Annually 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) Annually 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 on an ongoing basis service charges and sinking fund contributions approved by the Client.
8) To administer the issuing of reminders for service charges and sinking fund payments as directed by the Client.
9) To administer the imposition of penalties for late payments as directed by the Client 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 Client directors on overdue accounts.
12) To arrange for the collection of arrears, from whenever they arise, as directed by the Client.
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 Client's finances in accordance with the provisions of the Property Services (Regulation) Act 2011 and regulations made thereunder.
16) To provide reports on all income and expenditure for the Client on a [state frequency] basis.
17) To reconcile bank statements and provide reconciliation reports to the Client on a [state frequency] basis.
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 Client (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 Client (other than where the Agent is the payee) upon written instruction from the Client 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 Client, on foot of invoiced goods and services.
21) Annually prepare and provide the relevant accounting records for the Client's accountants and auditors.
22) Respond to accountants and auditors on questions arising from the preparation and audit of the Client'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 Client, 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 on request.
4) To arrange unit ownership certificates to new unit owners.
5) To maintain on an ongoing basis a register of the 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 Client.
7) To attend [state number] directors meetings plus 1 Annual General Meeting (AGM) of the Client per annum.
8) To arrange, under the instruction of the Client's Company Secretary, the General Meetings of the Client and prepare, produce and circulate the necessary reports and notices (once approved by the Client) 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.
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 Client.
17) Carry out the Client'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 Client.
4) Preparation of insurance claims on behalf of the Client and/or its members under the Client's relevant policy when requested by the Client.
5) Negotiation of premium payment schedule with insurance provider/ broker.
6) To record and receive insurance settlements on behalf of the Client.
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 Client.
2) To arrange delivery of planned maintenance as decided by the Client (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 Client'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).



Part II

Procurement of Services on behalf of the Client

(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)

Procurement of Services by Agent on behalf of Client
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 the Client's company accounts.
15) Auditor to audit and certify the Client'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 Client'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).



Part III Emergency Services

Particulars for Out-of-Hours Services for Emergencies

Contact Name _____

Contact Landline _____

Contact Mobile _____

Email Address _____



Part IV

Additional Services which may be provided by the Agent (Costs of which agreed in advance of delivery of 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)

Additional Services – Cost to be agreed in advance of delivery of service
1) Attendance at meetings (in addition to those listed in Part I) During office hours Evenings - between [time] and [time] Weekends Public holidays
2) Arranging venue for meetings required by the Client 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 Client.
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 Client 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 Client. [Specify relevant sinking fund expenditure items over the duration of the Agreement].
12) Other

Other services where the costs to be borne by third parties

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



SCHEDULE III

Records kept by a management agent on behalf of the Client

(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)

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

**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 & SOs.
- Details of all accounts payable via Direct Debits & SOs.

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:

- 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*).



10. Employment for staff/caretaker/security by the Client: (if applicable)

- List all direct employees, addresses, telephone numbers.
- Copies of Job Description 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 list. (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 building(s).
- Life Cycle Report for the building(s).

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 Client.
- All correspondence received for and on behalf of the Client.

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

14. Mastercard 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.

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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). The format of the Agreement may be reproduced on the Agent's headed notepaper.
2. This Agreement must be signed by a PSRA Licensed Agent and the Client. Any amendment to this agreement must be signed by both parties.
3. 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...".
4. 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 4 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.

5. 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.

6. This form PSRA/S43 Form D-2018 was specified on 01 October 2018 and replaces PSRA/S43 Form D-2014 which was specified on 7 October 2014.
7. It is not necessary to set aside an existing agreement to use this one. However, Clients and Agents may do so if they agree to same.

**Appendix 1****Part 1 and 4 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 4

PROPERTY SERVICES AGREEMENTS FOR PROVISION OF PROPERTY
MANAGEMENT SERVICES

4. Without prejudice to the generality of Part 1, a property services agreement for the provision of property management services shall also include—

- (a) a timetable for delivery of the services,
- (b) the notice required to be given by the client to the licensee for the delivery of individual services by the licensee,
- (c) particulars of any out-of-office hours services for emergencies, and
- (d) the reporting obligations of the licensee to the client.

[END EXTRACT]