

**CARRIER USE ONLY**

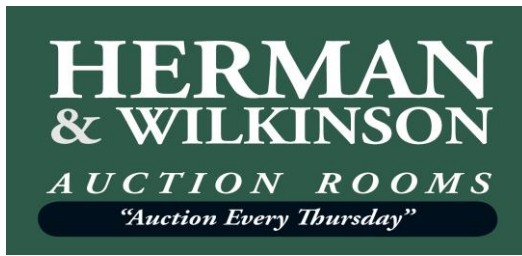
Carrier Name: \_\_\_\_\_

Amount: \_\_\_\_\_

To be charge to proceeds

YES  NO

Seller Signature Authorising above: \_\_\_\_\_



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# Vendor Form

Property Services Agreement For The Auction of Property Other Than Land

## SOLE AGENCY

### 1. Parties to the Agreement

**Please read and complete this document in BLOCK CAPITAL LETTERS**

**This Agreement is between:**

**Auctioneer's Name:** Herman Wilkinson Auction Rooms Limited

**Business Address:** 161 Lower Rathmines Road, Rathmines, Dublin 6

**PSRA Registration No:** 003510

**Telephone No:** 01 4972245

**AND**

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

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

**County:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Please Provide Payment Details NOTE: Payment is only made by bank transfer**

**IBAN:** \_\_\_\_\_

**BIC:** \_\_\_\_\_

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

**I the undersigned declare that I have read and accept the terms and conditions as listed in this document**

Client Signature: \_\_\_\_\_

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

Signature on behalf of auctioneer: \_\_\_\_\_

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

## 2. Licence

The Auctioneer confirms that it is the holder of a current property service provider's licence, issued by the Property Services Regulatory Authority under the Property Services (Regulation) Act 2011, for the auction of property other than land.

## 3. Appointment of Auctioneer

The Client appoints the Auctioneer solely and exclusively for the duration of the Agreement to undertake the services specified in clause 4. The Client acknowledges that the Auctioneer reserves the right to enter the items for sale in any auction it considers appropriate.

## 4. Property Service to be Provided

The Auctioneer is contracted to sell by auction, on behalf of the Client, the property described in Schedule I attached. The Client declares that (s)/he has full title and ownership of the goods listed for sale.

## 5. Terms of sale

- a) The client declares that any electrical and/or mechanical item offered for sale is in a safe working condition.
- b) The Client agrees to pay in advance an entrance fee of €25 for any item which may be deemed, by the Auctioneer, difficult to sell. This fee is refundable upon the sale of the item.
- c) All items are sold at auction, without reserve, at the Auctioneer's discretion.
- d) The Auctioneer reserves the right to refuse any items that are deemed to be unsaleable. The Client authorises the Auctioneer to dispose of any unsold items after they have been offered for sale at auction and are unsold. The client agrees that (s)/he is liable for dumping charges in this regard.

## 6. Duration of Agreement

This Agreement shall commence on \_\_\_\_\_ and have effect until all property is sold, returned or otherwise disposed of.

## 7. Termination of the Agreement

- 7.1 The Agreement may be terminated (without penalty) at any time with the mutual consent of the parties.
- 7.2 This Agreement may be terminated by either party by giving 7 days written notice.
- 7.3 This Agreement may be terminated by the Client where the Auctioneer:
  - (a) is in material breach of the Agreement and fails to remedy such breach within 28 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 Auctioneer continuing to act for the Client.
- 7.4 This Agreement may be terminated by the Auctioneer where:
  - (a) the Client
    - (i) fails to pay any amount owing to the Auctioneer under this Agreement, or
    - (ii) acts or fails to act so as to prevent the Auctioneer from properly carrying out his/her obligations under this Agreement, and
    - (iii) having being notified in writing by the Auctioneer of any matter referred to in (i) or (ii) fails to address such matter within 21 days of such notification, or

## 8. Effect of Termination of Agreement

Whether the Agreement is terminated by virtue of clause 6 or 7 the Client must pay for all agreed outlays incurred by the Auctioneer up to the date of termination. **9. Auctioneer's fee**

- 9.1 The Auctioneer's fee shall be 20% of sale price or other such fees as agreed with the client.
- 9.2 The fee shall become payable on sale of the property listed in schedule I.
- 9.3 The fee shall be subject to VAT at the prevailing standard rate at the time of sale (currently 23%).
- 9.4 The Auctioneer shall also charge a fee to the purchaser "the *buyer's premium*". The *buyer's premium* is a commission paid by the buyer to the Auctioneer in addition to the sale price. It is separate from the fee outlined in clause 9.1.

## 10. Outlays

In addition to the fees referred to in clause 9.1 the Client shall be liable for all agreed outlays. The outlays (i.e. disbursements made or to be made or expenses incurred or to be incurred by the Auctioneer for and on behalf of the Client in respect of the sale of the property) which have been agreed amount to € \_\_\_\_\_ (inclusive of VAT). Any additional outlays will be agreed in advance with the Client and confirmed in writing by the Auctioneer. The agreed outlays will become payable on the date the outlays are incurred.

## 11. Deposit

Any moneys paid by a purchaser, to the Auctioneer, on deposit to secure the property will be held in the Auctioneer's "client account". When the sale is complete, the fees set out in clause 9.1 and any outstanding outlays referred to in clause 10 will be deducted from the deposit held. The balance of the deposit along with any interest so credited, as provided for in the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012, will be paid to the Client three weeks after the date of sale, by electronic funds transfer to the Client's nominated bank account (at section 1 of this agreement).

## 12. Indemnity

The Auctioneer is not liable to the Client if the Auctioneer 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.

### **13. Professional Indemnity Insurance**

In accordance with *section 45* of the *Property Services (Regulation) Act 2011* there is in force a policy of professional indemnity insurance which covers the Auctioneer in the provision of this property service. The insurance company which holds the cover is:

Name: WR Berkley Insurance Europe Limited  
Address: 5C Fingal Bay Business Park, Balbriggan, Co Dublin.  
Policy number: IMJ153A6F252

### **14. Records**

The Auctioneer will keep a record of the services provided on foot of this Agreement. Such records shall 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, both written and electronic, between the Auctioneer and the Client;
- Any notes of any conversations about the property with the Client
- A copy of all communications, both written and electronic, between the Auctioneer and a customer in relation to this property;
- Any notes of any conversations with a customer in relation to this property; and
- Client account details as prescribed by the Property Services (Regulation) Act 2011 (Client Moneys) Regulations 2012.

### **15. Bank Account**

The Auctioneer's "client account" in respect of this Agreement is Herman Wilkinson Auction Rooms Limited, Client Account and is held at Bank of Ireland, Terenure.

### **16. Complaints**

Any complaint which the Client may have arising under or in connection with this Agreement may be dealt with by:

- (a) any of our auction staff, and
- (b) if dissatisfied with the response to the complaint made under (a), the Client may make a complaint to:

**Property Services Regulatory Authority,**  
Abbey Buildings,  
Abbey  
Road,  
Navan,  
Co. Meath.

### **17. Conflict of Interest**

- 17.1. The Auctioneer affirms that no conflict of interest exists that would prevent the Auctioneer from acting for the Client.
- 17.2. Where the Auctioneer 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.
- 17.3 The Auctioneer will immediately inform the Client in writing where the Auctioneer is offered any form of inducement in relation to the matters covered by this Agreement.
- 17.4 The Auctioneer will not benefit, financially or otherwise, from a situation where there is a conflict or potential conflict of interest on the part of the Auctioneer without the written permission from the Client.

### **18. 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.

### **19. Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties and shall not be modified except in writing signed by the duly authorised representatives of each of the Parties.

### **20. 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 and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent, permitted by law.

### **21. 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.

### **22. 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.

### **23. 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.

**Property Services Agreement for the Auction of property other than Land**  
**Schedule I**  
**Particulars of Property for Sale**

**Please list items above and get a member of staff to confirm receipt of items by signing below (this is the clients obligation)**

**No. of additional pages \_\_\_\_\_ Staff Signature: \_\_\_\_\_**