



Property Services Agreement Auction of Livestock

All sections of this Agreement MUST be completed

1. Parties to the Agreement

Client Name(s): _____
Address: _____

(hereinafter referred to as the "Client")

Agent's Name: Mullingar Equestrian Horse Sales Ltd
Business Name: Irish Sport Horse Auctions
Business Address: Mullingar Equestrian Centre
Rathcolman, Mullingar, Co Westmeath, Ireland, N91 X456
PSRA Business Licence No: 003724
(hereinafter referred to as the "Agent")

2. Property Service to be Provided

The Agent is contracted to sell by auction, on behalf of the client, Horses & Ponies.

3. Agent's fee

The Agent's fee shall be as advertised in the Auction Entry Form / Conditions of Sale, currently €65/€75 Entry Fee + 3% of the sale price.

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 as advertised in the Conditions of Sale, it is typically 10%. VAT is payable on the *buyer's premium* at prevailing rates at the time of sale currently 13.5%/4.8%/0% ie, same rate as applies to the sale price.

5. Duration of Agreement

The Agreement shall commence on **[Today's Date]** and shall continue in force until **31/12/2020 ("The Contract Period")**. If terminated before end of contract period 30 days notice shall be given.

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: Arachas
Address: Sweeney Walsh & Associates, Commercial & Equestrian Insurance
Brokers, Ballymacarbry, Clonmel, Co Tipperary

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: Ulster Bank
Address: Mullingar

10. 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.

11. Complaints

11.1 Any complaint which the **Client** may have arising under this **Agreement** may be dealt with by Robert Fagan, Director, Mullingar Equestrian Horse Sales Ltd. A response will issue within 10 working days of receipt of the complaint.

11.2 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

Mullingar Equestrian Horse Sales Ltd will process all your personal information in accordance with the relevant Data Protection laws. Please visit our Privacy Statement on our website irishsporthorseauctions.com for more information on how we use your information and your rights in relation to this.

14. Signatures:

Print
Name: Declan Fagan, Secretary
Mullingar Equestrian Horse Sales Ltd
Licensed Agent

Print
Name: _____
Client

Signed: _____
Licensed Agent Only

Signed: _____
Client

PSRA Licence No. 003724

Date: _____

Date: _____