



Maoiniú Teaghais-Tógála Éireann (Iasachtú) CGA
Home Building Finance Ireland (Lending) DAC

**HOME BUILDING FINANCE IRELAND (LENDING) DAC
("HBFIL")**

and

[CONSULTANT]

**Framework Agreement in Respect of the Provision of Insolvency
Practitioner Services to HBFIL**

DATED the _____ day of _____ 2026

BETWEEN:

HOME BUILDING FINANCE IRELAND (Lending) DAC (“HBFIL”) of the Treasury Dock, North Wall Quay, Dublin 1, D01 A9T8, Ireland

AND

[_____] (the “**Consultant**”) having its registered office at [_____].

WHEREAS:

- A. HBFIL may require the Consultant to perform Services (as defined below) from time to time pursuant to this Agreement.
- B. The Consultant is engaged in the business of providing the Services and has the necessary skill, knowledge and experience in that field.
- C. HBFIL may, in reliance upon that skill, knowledge and expertise, request the Consultant to perform Services in accordance with the terms and conditions of this Agreement and/or any applicable Contract Order (as defined below).
- D. The Consultant is one of a number of consultants appointed to this Framework who have agreed to perform the Services in accordance with the terms and conditions of this Agreement and/or any applicable Contract Order (as defined below).

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1.** The words and expressions below shall have the following meanings unless there is something in the subject matter or context inconsistent with such meanings.

“**Additional Services**” has the meaning given to it in Clause 21 (Additional Services);

“**Agreement**” means this agreement and the Schedules;

“**Commencement Date**” means the date upon which this Agreement is fully signed and executed by both parties;

“**Contract Order**” means the terms and conditions of contract between HBFIL and the Consultant in respect of specific Services which will be substantially in the form set out in Schedule B;

“Data Protection Legislation” means:

- (a) the Data Protection Acts 1988 to 2018;
- (b) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”);
- (c) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- (d) the EU ePrivacy Directive 2002/58/EC (as amended) (the “ePrivacy Directive”);
- (e) any relevant transposition of those laws, or successor or replacement to those laws (including, when it comes into force, the successor to the ePrivacy Directive); and
- (f) all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Data Protection Commissioner relating to the processing of Personal Data or privacy;

“Event of Default” means any of the events set out in Clause 20 (Termination);

“Fee” means the fee agreed between the parties in respect of each Service;

“Force Majeure” shall include any event beyond the reasonable control of a party including act of God, war, riot, civil commotion, malicious damage, strike, lock-out, go slow, accident, fire, flood or storm which could not have been avoided by taking reasonable precautions and which, having arisen, the affected party could not reasonably have avoided or overcome;

“Framework” means the framework procured by HBFIL for the Services;

“Hourly Rates” means the hourly rates set out in Schedule C or, if lower, the hourly rates tendered by a Consultant in a Tender;

“Index” means the Harmonised Index of Consumer Prices (HICP);

“Indexation Date” means the third anniversary of the Commencement Date and every anniversary thereafter for the Term;

“Intellectual Property” means all current and future legal and/or equitable interests in registered or unregistered trademarks, service marks, patents, registered designs, utility models, applications for any of the foregoing, copyrights, unauthorised extraction and/or re-utilisation rights, unregistered designs, inventions, know-how or other intellectual property rights subsisting in or relating to the Services;

“Key Personnel” means those persons named in Schedule D as the key persons who shall provide the relevant Services for and on behalf of the Consultant;

“Law” means any law applicable in Ireland (without further enactment) and shall include without limitation, common law, statute, statutory instrument, bye-

law created under Irish statute, code of practice or code of conduct, rule of court, delegated or subordinate legislation and any form of EU law applicable in Ireland including without limitation, decisions, regulations and directives;

“Other Consultants” means any other consultant appointed by HBFIL (whether under this Framework or otherwise);

“The Panel” means the panel of consultants appointed in respect of the services described in Schedule A (The Services);

“Procurement Regulations” means the European Union (Award of Public Authority Contracts) Regulations 2016;

“Request for Tender” means a request issued by HBFIL for Services under this Agreement, which shall be in the form that is determined by HBFIL to be appropriate to the Panel and/or Services;

“Services” means the services, which shall, subject to Clause 3, be performed by the Consultant pursuant to this Agreement as set out in Schedule A (The Services);

“Tender” means an offer to provide Services submitted by the Consultant;

“Term” means the period referred to in Clause 2 (Duration of Framework Agreement);

“Work Product” means all written output (in whatever format) created by the Consultant and provided to HBFIL in relation to any Services, including, without limitation, as found in any records, documents, data or reports.

- 1.2. The headings and the table of contents in this Agreement are inserted only for convenience and shall not affect its construction.
- 1.3. Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or statutory instrument or as contained in any subsequent re-enactment.
- 1.4. Any reference to the “Consultant” includes its employees, partners, agents and sub-consultants.
- 1.5. Words importing the singular shall include the plural and vice versa.
- 1.6. In the case of any ambiguity or discrepancy between the provisions of this Agreement (excluding for this purpose the schedule) and the provisions of the schedule, the provisions of this Agreement (excluding for this purpose the schedule) shall prevail, except to the extent that the application of the provisions of the schedule will, in the opinion of HBFIL, give rise to a higher standard of

service than that contemplated by this Agreement in which case the provisions of the schedule shall apply. In the case of any ambiguity or discrepancy between any parts of the schedule to this Agreement, the ambiguity or discrepancy shall be determined and resolved by HBFIL, at its absolute discretion.

2. Duration of Framework Agreement

- 2.1. Subject to any earlier termination pursuant to Clause 20 (Termination), this Agreement will come into effect on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, will continue in force for a period of four years.

3. Procedure for Operation of Framework

- 3.1. HBFIL is not obliged to issue any Request for Tender or award any Services under this Agreement to the Consultant and may procure the Services in other ways.
- 3.2. Subject to Clause 3.3, and without prejudice to Clauses 3.4 to 3.7, HBFIL may, in respect of any Services that may be required under the Framework, re-open competition between the members of the Panel on the same terms that applied to the award of this Agreement and, where necessary, more precisely formulated terms (and the award criteria that will apply to the procurement of Services in this instance will be either (a) the award criteria that applied to the award of this Agreement, provided that HBFIL reserves the right to vary the weightings applicable to such award criteria, or (b) a criterion based on price only). The terms applicable to each competition will be contained in a Request for Tender that will be issued by HBFIL. The deadline for submission of a Tender will take into account the complexity of the subject-matter of the Services and the time needed to submit Tenders. If the Consultant receives a Request for Tender and wishes to participate in the competition, it will submit its Tender in writing in accordance with the requirements set out in the Request for Tender. No Tender shall be opened until the stipulated deadline for submission has passed. Provided a Tender is received by the deadline for receipt of Tenders, it will be assessed on the basis of the criteria set out in the Request for Tender. HBFIL may seek clarification or further information or both from any member of the Framework in relation to its Tender. HBFIL is not obliged to accept any Tender received in response to a Request for Tender. HBFIL will not be liable to the Consultant for any costs or expenses incurred by it in complying with a tender procedure, regardless of outcome, including abandonment of a tender procedure.
- 3.3. The Consultant acknowledges that the appointment by HBFIL of a framework member to perform insolvency practitioner services may be required to be completed within a short timeframe. In such circumstances HBFIL reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations, including the specific needs of the business unit or corporate function to which the Services relate.

A Consultant who is awarded a Contract for Services under Clause 3.3 shall not be included in the following appointment to be made by HBFIL under Clause 3.3 but will be included for consideration in any subsequent appointments thereafter.

- 3.4. In circumstances where HBFIL re-opens competition between the members of the Framework, and a competition is not successfully concluded, for example, where no tenders are received, or the tenders received are not capable of acceptance for any reason, HBFIL reserves the right to consult any member of the Framework regarding proposals for performing the required Services and to directly award the required Services to such member where this is the most expedient way to proceed, taking into account any relevant considerations, including the specific needs of the business unit or corporate function to which the Services relate.
- 3.5. In circumstances where the estimated value of Services required for any particular engagement under this Agreement is €5,000 (five thousand euro) or less (excluding VAT). HBFIL reserves the right to directly award such Services to any member of the Framework, having regard to such matters as it considers relevant to the particular Services.
- 3.6. The terms and conditions of this Agreement shall apply as between the parties in respect of the performance of the Services awarded to the Consultant pursuant to this Agreement, except to the extent otherwise agreed between the parties.
- 3.7. The Fee payable for any Services awarded pursuant to this Agreement shall be calculated in accordance with Clause 8.1.

4. Contract Orders

- 4.1. If HBFIL conducts a tender procedure pursuant to Clause 3.2 and the Consultant's Tender is successful, HBFIL will issue a Contract Order for the Services (substantially in the form attached at Schedule B), which will form part of this Agreement.
- 4.2. Where the Consultant has been selected by HBFIL pursuant to Clauses 3.3 to 3.7 above, HBFIL may, but shall not be obliged to, issue a Contract Order for the Services awarded to that Consultant, substantially in the form attached at Schedule B, but with such amendments thereto as HBFIL may consider appropriate, having regard to the fact that a Request for Tender was not issued.
- 4.3. Contract Orders will be signed by an authorised representative of HBFIL and the Consultant.
- 4.4. To the extent that a Contract Order is not issued, HBFIL will document in writing and issue to the Consultant the agreed terms applicable to any Services awarded. The Consultant, in agreeing to carry out the Services awarded for the Fee agrees that the provision of the Services shall be subject to the terms and conditions set out in this Agreement.

5. Material Change

- 5.1. HBFIL may at any time review the technical, economic and financial capacity of the Consultant to perform the Services.
- 5.2. HBFIL may from time to time, request the Consultant to provide confirmation that no material change in the technical, economic or financial capacity of the Consultant has occurred.

6. Services

- 6.1. This Agreement governs the overall relationship between HBFIL and the Consultant with respect to the provision of Services. Any Services provided by the Consultant shall be performed subject to and in accordance with the terms of any relevant Contract Order and the terms of this Agreement. HBFIL is entitled, but not required, at any time during the Term to procure Services under the procedures set out in Clause 3.
- 6.2. In respect of Services awarded to the Consultant, the Consultant shall, at all times, act in good faith and exercise the level of skill and care reasonably expected of a professional service provider regularly undertaking services of the type provided. The Consultant will carry out the Services with the necessary resources and in reasonable time.
- 6.3. Upon being awarded any Services, the Consultant must be available to attend meetings with HBFIL staff at HBFIL's offices in Dublin as and when reasonably required.
- 6.4. Upon being awarded any Services, the Consultant must make available to HBFIL all resources necessary to perform the Services, including without limitation adequate personnel, equipment and materials.
- 6.5. The Consultant shall comply with all lawful and reasonable requests of HBFIL.
- 6.6. HBFIL may appoint one or more Consultants from the Framework to perform the Services. The Consultant must co-operate and liaise with such Other Consultants as reasonably required by HBFIL.
- 6.7. The Consultant shall be responsible for and shall ensure that all of its personnel or agents involved in providing any Services pursuant to this Agreement and any Contract Order shall comply with the terms of this Agreement and any Contract Order.
- 6.8. The Consultant shall comply with those obligations in the fields of environmental, social and labour law that apply at the place where the Services are provided, as established by European Union law, national law, collective agreements or by the international, environmental, social and labour law listed in Schedule 7 of the Procurement Regulations.

7. Key Personnel

- 7.1. In the event that Services are awarded to the Consultant pursuant to this

Agreement, the Consultant agrees that (i) the Services will be provided by the team member named in Schedule D identified for that purpose by the Consultant and (ii) subject to clause 7.2, no change in personnel will be made without the prior consent of HBFIL.

- 7.2. The consent of HBFIL pursuant to Clause 7.1 to removal of a person from the team named in Schedule D shall not be required if that person becomes unavailable to provide Services by reason of (i) long term illness or injury, (ii) absence, (iii) cessation of his or her employment or engagement with the Consultant, or (iv) any law or regulation requiring removal of such Key Personnel member from the engagement.
- 7.3. Where any team member named in Schedule D or identified by the Consultant in its Tender is unable to perform the Services for any period and this inability impacts on the performance of the Services, the Consultant shall, at no additional cost to HBFIL, provide a replacement team member whose qualifications and experience are to the satisfaction of HBFIL (acting reasonably) and correspond as closely as practicable to the qualifications of that person whom they are required to replace.
- 7.4. The Consultant shall cease to utilise for the provision of the Services any person whose performance is deemed by HBFIL (acting reasonably) to be unsatisfactory. In these circumstances, the Consultant shall provide a replacement in accordance with Clause 7.3.

8. Payment, Rates and Fees

- 8.1. The Fee payable for any Services provided pursuant to this Agreement (or the means for calculation of such Fee) shall be set out in the Contract Order for those Services or as otherwise agreed with HBFIL, and may not be based on rates exceeding the Hourly Rates. HBFIL may, at its sole discretion, when awarding Services under Clause 3 or Additional Services under Clause 21, require fee proposals from Consultants that (i) are structured as, inter alia, capped fees or fixed/ lump sum fees.
- 8.2. Where the Consultant is awarded insolvency practitioner services pursuant to this Agreement and the loan facility to which such services relates does not proceed for reasons that are not attributable to the Consultant, the fee payable to the Consultant shall be an amount equal to the lesser of:
 - (a) 50% (fifty per cent) of the Fee; and
 - (b) a fee based on actual hours worked by the Consultant's personnel in performing the relevant real estate valuation services and supported by the production of time sheets, calculated by reference to the Hourly Rates and the other information referred to in Clause 8.4.
- 8.3. The Fee and Hourly Rates include all expenses (including materials, travel photocopying, printing, postage, courier fees, telephone costs, administration support and all organisational overheads etc.) but exclude VAT. The VAT rate(s) applicable should be indicated separately. Any additional project specific travel costs may be identified separately on a project specific basis.

- 8.4.** Unless otherwise agreed between the parties, the Consultant shall maintain and provide records of hours worked and all fees incurred in respect of the Services provided, in electronic format (or such other format specified by HBFIL. The records maintained by the Consultant shall contain itemised details of all Services undertaken by each team member, together with the applicable rates and the dates and identities of the personnel who performed such Services. HBFIL shall be entitled to inspect the Consultant's fee records relating to the Services upon providing reasonable notice of such inspection to the Consultant.
- 8.5.** The Consultant shall invoice HBFIL for the Services at agreed intervals (which, unless otherwise agreed and depending on the scope and duration of Services, shall be on satisfactory completion of such Services). Each invoice shall be supported by a detailed breakdown of hours worked, personnel carrying out such work, positions of such personnel and a description of the services provided. HBFIL shall, subject to Clauses 8.7, 18 and 20.4, and provided the Consultant has performed those Services applicable to that invoice to the satisfaction of HBFIL, pay the Consultant the amount properly due and so invoiced.
- 8.6.** HBFIL may at any time at its sole discretion, reduce the scope or remove certain elements of the Services. HBFIL shall notify the Consultant of such reduction or removal prior to the Consultant commencing such Services. HBFIL may reduce the Fee to reflect the revised scope of Services.
- 8.7.** The Consultant is not entitled to compensation in respect of any reduction or removal of Services unless otherwise agreed in writing by HBFIL.
- 8.8.** Where, in any case, the Consultant is liable to make any payment to HBFIL under this Agreement, any Contract Order or otherwise, HBFIL may set off any such payments due to it against any Fee due by HBFIL to the Consultant.
- 8.9.** HBFIL reserves the right to publish a list of the fees incurred under this Agreement and/or any Contract Order and/or the agreements with the Other Consultants, the respective names of the firms to which they relate and the nature of the engagement in each case.

9. Indexation

- 9.1.** Insofar as the Fee payable for any Services are to be calculated by reference to Hourly Rates and the relevant Services fall to be performed after the Indexation Date, the Hourly Rates shall (if requested by the Consultant) be indexed from the Indexation Date to reflect any increases or decreases in the most recently published Index prior to the date of the invoice as compared to the Index current on the date 12 months prior to the date of the most recently published Index.

10. Representations and Warranties

10.1. The Consultant represents and warrants to HBFIL that:

- (a) it has, and for the term of this Agreement shall have, all necessary power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) the execution, delivery and performance by it of this Agreement has been authorised in accordance with all necessary action on its part;
- (c) each of the obligations of the Consultant under this Agreement constitutes its legally binding obligations;
- (d) it shall perform the Services pursuant to every Contract Order in accordance with this Agreement and the relevant Contract Order with all independent professional care, skill and judgement to be expected of a professional consultant qualified and experienced in carrying out services of a similar nature, size and scope;
- (e) it shall perform the Services pursuant to every Contract Order diligently and in good time and with all necessary resources;
- (f) in performing the Services pursuant to every Contract Order, the Consultant shall not infringe the intellectual property rights of any third party;
- (g) the Services shall be performed pursuant to every Contract Order in compliance with all applicable laws and applicable professional conduct rules, standards, regulations and laws which apply to the Consultant;
- (h) the Consultant is not aware of any material facts or circumstances that have not been disclosed to HBFIL which might, if disclosed, materially and adversely affect the decision of a prudent person considering whether or not to enter into this Agreement with the Consultant.

10.2. The Consultant repeats these representations and warranties in respect of each Contract Order as at the date of such Contract Order.

11. Performance and Inspection

11.1. HBFIL, or any person acting on its behalf, may inspect and review the performance by the Consultant of the Services and/or arrange for an independent party to do so.

11.2. If, as a result of any such inspection or review, HBFIL is reasonably of the opinion that the particular Services are or were not being performed in accordance with this Agreement (or as otherwise agreed between the parties), HBFIL may so inform the Consultant in writing. The Consultant shall immediately take such steps as may be necessary to comply with its obligations within the period stipulated by HBFIL. Any notification under this clause shall not constitute a waiver of any term or condition of this Agreement and shall be without prejudice to any of HBFIL's rights under this Agreement or otherwise.

12. Insurance and Indemnity

- 12.1** The Consultant shall be liable for and will indemnify HBFIL and its respective officers, employees and agents from and against all direct losses, claims, demands, damages or expenses which HBFIL may suffer due to the negligence, breach of contract, breach of duty, recklessness, bad faith, wilful default or fraud of the Consultant and its employees and agents, it being understood that the Consultant shall not be liable for indirect, special or consequential losses and that HBFIL shall take reasonable action to mitigate its losses.

The Consultant accepts liability for and agrees to indemnify and hold harmless HBFIL and its officers, employees and agents from and against all proceedings, actions, costs (including legal costs) charges, claims, expenses, damages, liability losses and demands in respect of;

- (a) death, disease or personal injury resulting from the negligence, default, omission or breach of statutory duty by the Consultant its servants, agents or sub-consultants;
- (b) damage, destruction or loss of the property or any part however arising from the negligence, default, omission or breach of statutory duty of the Consultant or its servants, agents or sub-consultants, arising in connection with the provision of the Services.

- 12.2.** The Consultant shall have and maintain all insurances required to be maintained by it pursuant to Law.

- 12.3.** Without prejudice to Clause 12.2, in advance of the awarding of any Services under this Agreement, the Consultant shall provide HBFIL with appropriate evidence (including letters of confirmation from its insurance broker) that the Consultant has the following insurance cover with a well-established and reputable insurance office or underwriter of repute:

- (a) Professional indemnity insurance with a minimum level of indemnity of €3,000,000 (three million euro) per claim.
- (b) This insurance is to be maintained for a period of six years after the completion of the performance of the relevant Services, without prejudice to any claims notified by HBFIL prior to this date; and
- (c) Public liability insurance with a minimum level of indemnity of €6,500,000 (six million five hundred thousand euro)
- (d) Employer's liability insurance with a minimum level of indemnity of €13,000,000 (thirteen million euro)

- 12.4** At any time after the execution of this Agreement, if requested by HBFIL, the Consultant shall provide HBFIL with appropriate evidence (including, without limitation letters of confirmation from its insurance broker) confirming the levels and terms of insurance cover maintained by the Consultant. The Consultant shall notify HBFIL immediately of any lapse of the insurances or if the insurances cease to be available.

- 12.5.** The Consultant shall be liable to pay the full amount of any deductibles or excess amounts arising under the insurance policies in respect of each and every claim made. The insurance required to be obtained by the Consultant pursuant to Clauses 12.2 and 12.3 above shall not limit the obligations, liabilities or

responsibilities of the Consultant under the terms of this Agreement or otherwise. Any amounts not insured or recovered from the insurers shall be borne by the Consultant in accordance with the obligations, liabilities and responsibilities set out under this Agreement.

- 12.6.** If the Consultant does not on request prove that its insurances are fully in force as required by this Agreement, HBFIL may insure and recover the cost from the Consultant.
- 12.7.** Without prejudice to the generality of Clause 23 (Waiver), HBFIL may, in its absolute discretion, waive all or any of the obligations set out in Clauses 12.3 to 12.6 above where the Consultant has in place such other arrangements that, to the satisfaction of HBFIL, place HBFIL in an equivalent position to that provided under Clauses 12.3 to 12.6 above.
- 12.8.** HBFIL reserves the right to request additional insurances and/or the limits of indemnity under the insurances prescribed under clause 12.3 to be revised upwards depending on the value of any transaction that is the subject of Services.
- 12.9** The insurance company providing the insurance (or expected to provide insurance) must:
 - i. be authorised by the Central Bank of Ireland (Insolvency Practitioners ROI/The Financial Services Authority to carry on non-life insurance business under the European Communities (Non-Life Insurance) Framework Regulations 1994 (as amended); or
 - ii. hold an authorisation from a competent financial regulatory authority in another EU member state and have notified the Irish Financial Regulator of its intention to passport into Ireland on either a freedom of services or freedom of establishment basis under the European Communities (Non-Life Insurance) Framework Regulations 1994 (as amended).

13. Work Product

- 13.1.** The Consultant acknowledges and agrees that ownership of the Work Product and the Intellectual Property therein will vest solely in HBFIL.
- 13.2.** The Consultant shall do all such things as HBFIL may reasonably require for the purpose of vesting in HBFIL the rights granted to it under Clause 13.1.
- 13.3.** On completion of Services or any termination of the Agreement or a Contract Order for any reason, the Consultant shall, upon written request and to the extent not already provided to HBFIL, deliver to HBFIL all Work Product (in such a manner as to be “unlocked”, readily accessible and useable for any reasonable purpose).
- 13.4.** Subject always to the Consultant’s duties of confidentiality as set out in this

Agreement, the Consultant may retain (a) a copy of the Work Product for the purposes of, or as required by, any law, regulation or legal process and for the purposes of its internal compliance procedures; and (b) copies of any computer records and files created pursuant to automatic archiving and back-up procedures.

14. Assignment and Sub-Contracting

- 14.1.** The Consultant may not transfer or assign directly or indirectly any part of this Agreement and/or any Contract Order without the prior written consent of HBFIL, which consent may be withheld at HBFIL's absolute discretion.
- 14.2.** The Consultant may not sub-contract any element of the Services, without the prior written consent of HBFIL, which consent may be withheld at HBFIL's absolute discretion. If and to the extent that HBFIL consents to the Consultant sub-contracting any element of the Services, the Consultant shall remain responsible for performance of the Services (including, without limitation, any sub-contracted elements) and shall procure that any sub-contractor shall adhere to and comply with the terms of this Agreement and any relevant Contract Order.
- 14.4.** HBFIL may transfer or assign all or any part of its rights and obligations under this Agreement and/or any Contract Order to any person and shall give prompt notice to the Consultant of such transfer or assignment. The Consultant will do all acts, and execute all documents, necessary to give effect to such transfer or assignment.

15. Confidentiality

- 15.1.** The Consultant agrees to keep (and to ensure its employees, personnel, agents and sub-contractors keep) confidential all information, documentation and other matters arising or coming to its attention (whether written or oral and whether disclosed to the Consultant by other means whether directly or indirectly) in connection with the issue of any Request for Tender and/or the provision of any Services and shall not at any time, for any reason, disclose or permit such information, documentation or other matters to be disclosed to any third party except as permitted hereunder to enable the Consultant to carry out its duties and obligations under this Agreement or with the prior written consent of HBFIL or where required to do so as a matter of Law.
- 15.2.** The Consultant shall ensure that its agents having access to such information, documentation or other matters shall be subject to the same obligations as the Consultant and shall enter into a suitable secrecy agreement in the form approved by HBFIL, or, insofar as that is not reasonably practicable, the Consultant shall take all reasonable steps to ensure that its agents are made aware of and perform such obligations.
- 15.3.** HBFIL may disclose details of the Agreement and/or any Contract Order:
 - (a) if required to do so by Law, or by order of a Court, tribunal or other

- competent body;
- (b) at the request of any Minister, Department or official of the Irish Government;
- (c) to its internal auditor, and to the appointed auditor of the Irish State, the Comptroller and Auditor General;
- (d) to any member of HBFIL and/or to any director, officer or employee of HBFIL or any of its associated agencies; and/or
- (e) to any subcontractors, servants or agents of HBFIL or any of its associated agencies.

15.4 The Consultant acknowledges and agrees that it shall not:

- (a) disclose, advertise or publicise the fact of its engagement pursuant to this Agreement or its role with regard to the Services; or
- (b) include the name or logo of HBFIL,

in any publications including without limitation marketing materials, tenders, client proposals or social media posts, without the prior written consent of HBFIL in each case.

16. Electronic Communications and Storage of Data

- 16.1.** The Consultant shall use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically to HBFIL or to any other third person on behalf of HBFIL while performing the Services.
- 16.2.** The parties may from time to time communicate electronically with each other. The Consultant shall ensure that all electronic communications containing commercially sensitive data or personal data is encrypted during transmission, unless otherwise agreed in advance by HBFIL or its agents.
- 16.3.** The Consultant agrees that any storage of commercially sensitive or personal data outside of its main network environment shall be on encrypted laptops only and never on USB keys or other removable storage devices unless by specific written agreement with HBFIL.

17. Conflicts of Interest

- 17.1.** The Consultant confirms that all actual and potential conflict of interests (whether legal, professional, commercial or other interests) will be disclosed in full in any Tender or otherwise prior to the execution of any Contract Order and it will comply in all respects with HBFIL's requirements on confidentiality and conflicts of interest. The Consultant acknowledges that if it declares an actual or potential conflict of interest in in any Tender or otherwise prior to the execution of any Contract Order, or HBFIL otherwise becomes aware of an actual or potential conflict of interest, HBFIL may, in its absolute discretion (i) request further information from the Consultant on the matter, (ii) impose

conditions on the Consultant for participating in a tender procedure conducted pursuant to Clause 3 or providing Services (which may include appropriate measures to protect the interests of HBFIL) and/or (iii) exclude the Consultant from any tender procedure conducted pursuant to Clause 3.

- 17.2. Upon being awarded any Services, the Consultant shall be obliged to disclose to HBFIL within forty-eight hours of it coming to its attention, any actual or potential conflict of interest which it, or any of its affiliates, or any partner, officer, director, employee or agent of the Consultant may have in performing any Services.
- 17.3. In the event of any actual or potential conflict of interest (the “**conflict**”) arising following the award of any Services, HBFIL shall, in its absolute discretion, decide on the appropriate course of action. If HBFIL considers there to be no conflict or that the conflict is immaterial, it will permit the Consultant to continue to provide the Services. If HBFIL considers the conflict to be material, it may, at its sole discretion, instruct the Consultant to cease providing the Services or permit the Consultant to continue providing the Services subject to the Consultant agreeing appropriate safeguards with HBFIL and HBFIL being satisfied that those safeguards have been put in place. Failure to comply with HBFIL’s requirements in this regard may lead to termination of any Contract Order and/or this Agreement.

18. Tax Clearance

The Consultant must, if requested, provide HBFIL with evidence of tax clearance by the Irish Revenue Commissioners, including (where applicable) tax reference number and Tax Clearance Access Number to facilitate electronic verification of tax clearance status. By providing information for electronic verification, the Tenderer grants permission to HBFIL to use such information in order to verify the Tenderer’s tax clearance status. HBFIL may refuse to pay the Consultant for Services unless at the time for payment it has received from the Consultant current and valid evidence required under this Clause.

19. Data Protection

- 19.1. Within this Clause 19 the terms “Data Subject”, “Personal Data” and “Processing” shall have the same meanings as in the Data Protection Legislation and the terms “Processed” and “Process” shall be construed in accordance with the definition of “Processing”.
- 19.2. The Consultant agrees that to the extent that it Processes Personal Data for or on behalf of HBFIL, it is subject to, and agrees to comply fully with the Data Protection Legislation.
- 19.3. The Consultant shall cooperate with HBFIL and take reasonable steps requested by HBFIL where required for HBFIL to comply with any notification or other obligations applicable to HBFIL under the Data Protection Legislation.
- 19.4. In respect of the Processing of Personal Data by the Consultant or its Personnel under or in connection with the Agreement, the Consultant shall, and shall procure that its Personnel shall:

- (a) only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Agreement or otherwise in accordance with documented instructions of HBFIL from time to time;
- (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by HBFIL;
- (c) promptly comply with any request from HBFIL requiring the Consultant to amend, transfer or delete any Personal Data (subject to the Consultant's obligations under applicable law (if any) to keep copies of any Personal Data);
- (d) implement appropriate technical and organisational measures to:
 - (i) protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure;
 - (ii) comply with Data Protection Legislation; and
 - (iii) ensure the protection of the rights of the Data Subject;
- (e) Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause HBFIL in any way to be in breach of the Data Protection Legislation;
- (f) provide written evidence of the Consultant's compliance with Data Protection Legislation as may be requested by HBFIL from time to time;
- (g) cooperate and assist, as requested by HBFIL, and put appropriate technical and organisational measures in place to enable HBFIL to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Consultant under the Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);
- (h) not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of HBFIL (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of HBFIL, is required in order to lawfully effect any such transfer of Personal Data);
- (i) at the request of HBFIL or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Agreement which shall be carried out by HBFIL, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and
- (j) cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, termination of the provision of the Services to which it relates and as soon as possible thereafter, at HBFIL's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Consultant shall confirm in writing that this sub-clause has been complied with in full. The obligation to return or delete Personal Data under this sub-clause shall not apply to the extent the Consultant is obliged by applicable law to keep copies of the Personal Data.

19.5. The Consultant shall notify HBFIL as soon as reasonably practicable and in any event within twenty-four (24) hours of:

- (a) receiving any legally binding request for disclosure of Personal Data from a law enforcement or other competent authority unless prohibited by law from doing so;
- (b) receiving any request directly from a Data Subject without responding to that request, unless required by law to respond or otherwise authorised by HBFIL to do so;

- (c) receiving any correspondence, notice or other communication whether orally or in writing from the relevant data protection regulator or any other regulator or person, relating to the Personal Data; or
- (d) becoming aware of a breach of this Clause 19.

- 19.6.** Without prejudice to any other provision of the Agreement, HBFIL may, on reasonable notice, request a detailed written description of (i) the technical and organisational methods employed by the Consultant and its sub-processors (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by the Consultant on behalf of HBFIL containing at least the amount of detail as required by Article 30(2) of the GDPR. Within ten (10) days of receipt by the Consultant of HBFIL's written request (which shall include a detailed description of HBFIL's requirements), the Consultant shall deliver a written report to HBFIL in sufficient detail that HBFIL can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the Data Protection Legislation and in accordance with the Agreement.
- 19.7.** Without prejudice to the other provisions of this Clause 19, if the Consultant or any member of its Personnel becomes aware of any Data Protection Incident, then the Consultant shall, without undue delay, notify HBFIL by telephone and by email. The Consultant shall, at no additional cost to HBFIL, provide HBFIL with all resources, assistance and cooperation as are required by HBFIL for HBFIL to notify the Data Protection Commission (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of a Data Protection Incident and for HBFIL to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for HBFIL to notify the relevant Data Subjects of such Data Protection Incident, as applicable. For the purposes of this sub-clause, "Data Protection Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 19.8.** The Consultant shall, at no additional cost to HBFIL, provide HBFIL with all resources and assistance as are required by HBFIL for HBFIL to discharge its duties pursuant to Articles 35 and 36 of the GDPR including, but not limited to, promptly at the request of HBFIL providing information in respect of any data protection impact assessment which HBFIL conducts.
- 19.9.** The Consultant may only authorise a third party (a "Sub-processor") to process the Personal Data being processed for or on behalf of HBFIL with the prior written consent of HBFIL and provided that:
- (a) the Sub-processor's contract is on terms which are substantially the same as those set out in this Clause 19;
 - (b) the Sub-processor will be subject to the same obligations as those which the Consultant is subject to under this Clause 16; and
 - (c) the Sub-processor immediately ceases to Process Personal Data on termination of the Agreement for any reason.
- 19.10.** Where the Consultant appoints or otherwise uses the services of a Sub-processor, the Consultant shall be fully liable to HBFIL for the performance, acts and omissions of such Sub-processor. Nothing in this Clause 16 shall relieve Consultant of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 19.11.** The Consultant agrees to adhere to the terms of any approved code of conduct under Article 40 of the GDPR or any approved certification mechanism under Article 42 of the

GDPR.

- 19.12.** The Consultant agrees not to use any Personal Data which it processes on behalf of HBFIL for direct marketing purposes without the prior written authorisation of HBFIL.
- 19.13.** The Consultant agrees and warrants that the technical and organisational measures referred to in this Clause 19 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.
- 19.14.** The Consultant further agrees and warrants that the processing of the Personal Data has been and will continue to be carried out in accordance with the Data Protection Legislation.
- 19.15.** In the event that the Consultant provides curricula vitae or other Personal Data of its Personnel to HBFIL in the course of tendering for or providing the Services, the Consultant warrants to HBFIL that it has taken all measures required under the Data Protection Legislation to enable HBFIL to retain and use such Personal Data for the purpose of assessing tenders and/or reviewing the performance of the Services.
- 19.16.** Nothing in this Clause 19 shall relieve the Consultant of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 19.17.** The Consultant shall indemnify HBFIL against (i) all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person and/or (ii) any liability incurred by HBFIL, in either case as a result of the Consultant's breach of this clause 19 or as a result of the Consultant's unauthorised and/or unlawful processing, disclosure, destruction of and/or damage to any personal data obtained from (or held by the Consultant or its personnel on behalf of) HBFIL.

20. Termination

- 20.1.** Either party may terminate this Agreement without cause at any time by notice in writing to the other party to take effect on the date notified by the terminating party that is at least 30 (thirty) days after the date of the notice.
- 20.2.** HBFIL may terminate any Contract Order without cause at any time by notice in writing to the Consultant to take effect on the date notified by HBFIL in its termination notice.
- 20.3.** HBFIL may, without prejudice to any other right or remedy, terminate this Agreement and/or any Contract Order upon serving written notice to the Consultant to take effect on the day of its service or upon such other date as may be specified in such notice if:
 - (a) the Consultant fails to perform any element of the Services to HBFIL's satisfaction, or conducts itself or its staff in a manner which HBFIL considers to be incompatible with the performance of the Services;

- (b) the Consultant fails to comply with any material obligation of this Agreement and/or any Contract Order;
- (c) the Consultant fails to comply with its obligations under this Agreement and/or any Contract Order and has not corrected the relevant failure within ten days or such other period as stated in the notice issued under Clause 11.2 (Performance and Inspection) requiring it to remedy its failure to perform the relevant obligation;
- (d) any of the representations and warranties made or deemed to be made by the Consultant are untrue in any respect;
- (e) any proprietor or partner comprising the Consultant, being a firm or partnership, becomes bankrupt or makes any composition or arrangement with a conveyance or assignment for the benefit of its creditors or any application is made under any bankruptcy act to which any proprietor or partner within the Consultant is subject for a sequestration of its estate, or a trustee is appointed by him on behalf of its creditors, or if the Consultant, being a company, enters into voluntary or compulsory liquidation (except for the purposes of reconstruction or amalgamation) or has any receiver or manager or administrative receiver appointed over any of its assets or carries on business under an examiner or administrator;
- (f) if the Consultant has conducted itself in a manner tending to bring itself or HBFIL into disrepute;
- (g) the Consultant is found guilty by a competent authority of any fraudulent act or criminal activity, or has been grossly negligent in performing its obligations under this Agreement and/or any Contract Order, or any of the grounds set out in Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 apply.

20.4. On termination of this Agreement and/or any Contract Order by HBFIL for any reason:

- (a) the Consultant shall cease performing all Services (except as instructed in writing by HBFIL in the notice terminating the Agreement or, as the case may be, Contract Order);
- (b) HBFIL may complete the Services (or part thereof) itself, or employ others to do so, and may use or make available to others its rights to materials prepared by the Consultant;
- (c) the Consultant shall be entitled to payment for such Services properly completed in accordance with this Agreement up to the date of termination less any amounts due or payable to HBFIL pursuant to this Agreement or arising from such termination or losses incurred by HBFIL as a result of such termination. Such payments for Services duly performed shall be the only payment to which the Consultant shall be entitled;

- (d) in the case of a material breach of this Agreement or any Contract Order by the Consultant, HBFIL may deduct from any amount due or to become due to the Consultant its reasonable estimate of the additional cost HBFIL may incur in obtaining the Services from another party because of the breach or termination;
 - (e) the provisions of this Clause 20 (Termination) shall be without prejudice to any other rights or remedies which HBFIL may have under this Agreement or at law; and
 - (f) HBFIL shall not be liable to the Consultant for any losses suffered or incurred by the Consultant arising out of or in connection with the Agreement or any Contract Order for any reason.
- 20.5. HBFIL may at any time by notice in writing suspend the Services either in whole or in part with immediate effect. The Consultant shall upon receipt of that notice suspend performing the Services for such time and in such manner as HBFIL shall set out in the notice.
- 20.6. Unless HBFIL determines the suspension is necessary by reason of the Consultant's default or breach of this Agreement or any Contract Order, the provisions of Clause 20.7 below shall apply.
- 20.7. If, HBFIL suspends performance of any of the Services, in whole or in part, pursuant to Clause 20.5 and the suspension continues for a period of twelve months, the Consultant may at the end of that period issue a written notice to HBFIL requiring HBFIL to lift the suspension. If HBFIL does not lift the suspension within 30 days of receiving the written notice, the Consultant shall be entitled to terminate the provision of those Services.

21. Additional Services

- 21.1. HBFIL may from time to time extend the scope or vary the Services, at its sole discretion (such extended or varied Services being "**Additional Services**"). No such extension or variation shall vitiate this Agreement. Additional Services do not include any services necessary, ancillary or incidental to or arising out of the Services. When requested by HBFIL in writing the Consultant shall perform the Additional Services in accordance with the terms and conditions of this Agreement, save as otherwise agreed between the parties.
- 21.2. This Clause is not, nor shall it be relied upon as a promise or representation as to HBFIL's decision to extend the scope of or vary the Services nor is it a representation of fact or promise as to the future.
- 21.3. If the Consultant believes it is being requested to perform services that are Additional Services, it must notify HBFIL thereof in writing (the "**Additional Services Request**") before proceeding with such services. The Additional Services Request must include:
- (a) the precise nature and scope of the services to be provided;
 - (b) an estimate of the number of hours to undertake such services;

- (c) the identity of the Consultant's personnel to undertake such services; and
- (d) the proposed fee for undertaking such services (which may not be based on rates exceeding the Hourly Rates).

21.4. Upon receipt of an Additional Services Request, HBFIL shall notify the Consultant whether HBFIL agrees that such services are Additional Services and set out the basis (including as to fees) upon which HBFIL consents to the provision of the Additional Services.

21.5. The Consultant shall not:

- (a) undertake the Additional Services; or
- (b) be entitled to any fees in excess of those notified to the Consultant in accordance with Clause 21.4, without the prior written consent of HBFIL.

22. Force Majeure

22.1. A party affected by Force Majeure (the “**affected party**”) shall notify the other party promptly in writing of the nature and extent of the circumstances in question. Both parties shall consult each other and make every reasonable effort to mitigate the effect of such Force Majeure in relation to their obligations under the Agreement and/or any Contract Order.

22.2. Neither party will be liable to the other nor deemed in default under this Agreement or any Contract Order if and to the extent that such party's performance is prevented by reason of Force Majeure.

22.3. The Force Majeure shall be deemed to (i) commence when the party declaring Force Majeure notifies the other party of its existence, and (ii) continue as long as the results or effects of the Force Majeure prevent the party performing its obligations under the Agreement or the Contract Order. If either party is delayed at any time by Force Majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

22.4. The affected party shall notify the other party immediately in writing once the Force Majeure has ended and shall forthwith resume performing its obligations.

22.5. If a Force Majeure continues for more than six months, such that the performance of Services becomes impossible, either party may terminate the Consultant's appointment by giving notice in writing to the other party. Such termination shall be without prejudice to either party's accrued rights at the date of termination.

22.6. Notwithstanding any other provisions pertaining to the performance of Services, the affected party shall be deemed not to be in breach of this Agreement or any Contract Order or otherwise liable to the other party for any delay in performing or not performing its obligations as a result of a Force Majeure, and provided the affected party has notified the other party in accordance with Clause 22.1, the time for performing the affected obligation shall be extended appropriately.

23. Waiver

No right or remedy given to HBFIL under or pursuant to any provision of this Agreement will, whether or not exercised and notwithstanding any additional waiver, preclude the exercise by HBFIL of any other right or remedy hereunder, nor will it preclude the exercise by HBFIL of any right or remedy to which it might be otherwise entitled under common law or under statute. No waiver shall be valid unless notified to the Consultant in writing and signed by an authorised representative of HBFIL. The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

24. Variations

A variation of this Agreement is valid only if it is in writing and signed by an authorised representative of each party.

25. Severance

Each of the provisions of this Agreement is severable and distinct from the others and if, at any time, one or more of such provisions becomes invalid, illegal or unenforceable, the validity and legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.

26. Non-Exclusivity

- 26.1.** The Consultant acknowledges that subject to the terms and conditions of this Agreement it has been appointed to the Framework and that the Consultant constitutes a member of that Framework.
- 26.2.** For the purposes of this Agreement, HBFIL may, at all times, enter into separate contracts for the provision of any or all services the same as or similar to the Services with persons other than the Consultant.
- 26.3.** No guarantee or representation will be deemed to have been made by HBFIL in respect of the value or quantity of the Services which may be requested by HBFIL. The Consultant acknowledges and agrees that it has not entered into this Agreement on the basis of any such guarantee or representation.
- 26.4.** Nothing in this Agreement will create an exclusive relationship between HBFIL and the Consultant for the provision of the Services.
- 26.5** The Services shall be provided by the Consultant subject to and in accordance with this Agreement and all standards, regulations and laws which apply to the Consultant and the Services. Any Services performed prior to the date of this Agreement shall be governed by the terms of this Agreement.
- 26.7** For the avoidance of doubt, the Consultant shall at all times be an independent

contractor and nothing in this Agreement shall be construed as constituting a partnership, joint venture, agency or relationship of employer and employee between HBFIL and the Consultant or any of its staff, and the Service Provider shall not (and shall procure that no member of its staff shall) hold itself out as having any such relationship with HBFIL.

27. Registrable Interest

Any Registrable Interest involving the Consultant or any of its subcontractors and HBFIL, members of the Government, members of the Oireachtas, or employees and officers of HBFIL and their Relatives must be fully communicated to HBFIL immediately upon such information becoming known to the Consultant or subcontractor. The terms “Registrable Interest” and “Relative” shall be interpreted in accordance with Section 2 of the Ethics in Public Office Acts 1995 and 2001. HBFIL will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Agreement and/or any other contract entered into with the Consultant.

28. Notices

- 28.1.** Unless otherwise specified, any notice given by HBFIL to the Consultant under this Agreement or a Contract Order may be given by sending the notice by hand or by registered post addressed to the Consultant at the following address (or to such other address as the Consultant may notify to HBFIL from time to time):

Postal Address	Email Address	Attention:

- 28.2.** Any notice to be given by the Consultant to HBFIL may be given by sending the notice by hand or by registered post addressed to HBFIL at the following address (or to such other address as HBFIL may notify to the Consultant from time to time):

Postal Address	Email Address	Attention:
Home Building Finance Ireland (Lending) DAC, Treasury Dock, North Wall Quay, Dublin 1, D01 A9T8	info@hbfi.ie	Head of Credit & Risk

- 28.3.** Notice by registered post or by hand shall be deemed to have been delivered on the day of delivery.

29. Counterparts

This Agreement and any Contract Order may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts

together shall constitute one and the same agreement.

30. Governing Law & Jurisdiction

This Agreement and any Contract Order will be governed by and construed in accordance with the laws of Ireland. Each of the parties hereto submits to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS of which this document has been executed on the date which appears on page 1 above.

**Signed for and on behalf of the
Home Building Finance Ireland (Lending) DAC**

Authorised Signatory

Authorised Signatory

**Signed for and on behalf of
Consultant**

Authorised Signatory

Schedule A

The Services

The Services are expected to comprise all acts and dealings of the Consultant from initial appointment to final discharge in relation to corporate and fixed charge property enforcement and insolvency cases to include any reasonable ancillary and incidental services required by HBFIL to include but is not be limited to the following:.

- a) To act as a receiver, administrator or liquidator appointed / nominated or insolvency practitioner by HBFIL with the objective to maximise the value of the secured assets, ultimate disposal of same to endeavour repayment of the debt owing to HBFIL
- b) To represent HBFIL as a creditor in any company examinership, receivership, liquidation, administration, or equivalent process.
- c) To engage in property and asset management (tenancy management, facilities, security, rents and outgoings etc.), property enhancement strategies such as planning, development and property disposals as appropriate during an insolvency process.

A corporate appointment relates to the appointment of an insolvency practitioner over a company which HBFI has provided a loan facility to.

A fixed charge appointment relates to the appointment of an insolvency practitioner to the secured assets of the loan. The secured assets could relate to residential units, zoned or unzoned land and creche/retail/commercial units or site with planning for same. The units could be any stage of construction at the time of appointment.

Potential ancillary services as part of the appointment may include extensions of time for performance of the services and/or the addition of other properties within the same borrowing group or otherwise to the appointment as agreed between HBFI and the Consultant(s).

Schedule B
Contract Order for Services

Home Building Finance Ireland (Lending) DAC

To [Consultant]

Re: Schedule A (the “Services”) Contract Order for Services

Date:

1. Home Building Finance Ireland (“**HBFIL**”) accepts the Tender submitted by you on the [INSERT DATE] (the “**Tender**”) to perform the Services [as set out in the Request for Tender issued by HBFIL on the [INSERT DATE] on the following basis:
 - 1.1 The Services to be performed by the Consultant pursuant to this Contract are as follows:

[description of Services to be included]
 - 1.2 unless and except to the extent that this Contract Order expressly states otherwise, the terms and conditions of the framework agreement entered into between HBFIL and you on [] 202[] (the “**Framework Agreement**”) shall be read as a whole and deemed to form and be read and constructed as part of this Contract Order for Services (together the “**Contract**”). The terms and conditions of this Contract Order for Services shall prevail in the event of a conflict with or ambiguity in the terms and conditions of the Framework Agreement.
 - 1.3 the following terms and conditions shall apply:

SPECIAL CONDITIONS [to be inserted on case by case basis]	
Objective(s)	[insert details]
Time for Performance	[insert details]
Team	[insert details]
Fees & Payment Schedule	[insert details]
Others	[insert details]

- 1.4 You are hereby appointed to perform the Services on the basis of the foregoing conditions [for the agreed fee of €..... (“**Fee**”) / [and the hourly rates set out in Schedule C of the Framework Agreement].
- 1.5 In consideration of the payments to be made by HFBIL to the Consultant, the Consultant hereby covenants with HBFIL to perform and complete the Services

in accordance with the provisions of this Contract

- 1.6 All invoices, having initially been submitted in draft form for approval by the instructing HBFI personnel, must be emailed to info@hbfi.ie¹ and copied to the instructing HBFI personnel for payment processing.

For and on behalf of
Home Building Finance Ireland (Lending) DAC

For and on behalf of
Consultant

¹ Or other email address as directed

Schedule C
Hourly Rates

Personnel Category	Hourly Rate
Partner/Director (or equivalent)	€
Senior Manager (or equivalent)	€
Manager (or equivalent)	€
Assistance Manager (or equivalent)	€

Schedule D
Key Personnel

(Clause 7)