

GENERAL TERMS AND CONDITIONS OF BUSINESS

GOSPAR, services business

GENERAL PROVISIONS

Article 1.

The general terms and conditions of the real estate broker (hereinafter: General Terms and Conditions) regulate the business relationship between the real estate brokerage agency (hereinafter: broker) and a natural or legal person (hereinafter: principal) who concludes a written mediation agreement with the broker (hereinafter: mediation agreement).

The general conditions are an integral part of the mediation agreement concluded between the mediator and the principal.

REAL ESTATE OFFER

Article 2.

Our offer is based on the data we receive in writing or orally by the principal. There is a possibility of an error in the description and price of the property and the possibility that the advertised property has already been sold, rented or the principal of the property has given up mediation. Our offers and notices must be kept by the principal as a business secret and may only be transferred to a third party with our written approval. Real estate prices are expressed in euros,.

MEDIATION AGREEMENT

Article 3.

With the mediation agreement, the mediator undertakes to connect with the principal the person who would negotiate with him on the conclusion of the contract, and the principal undertakes to pay him a certain commission, if the contract is concluded. The mediation agreement is concluded between the mediator and the principal. Essential data for mediation must be truthfully, accurately and completely indicated in the mediation contract. If no mediation agreement has been signed, the principal is not obliged to pay compensation to the mediator, all in the event that the mediator does not prove in some other way that he mediated when concluding a legal transaction.

EXCLUSIVE MEDIATION

Article 4.

The Mediator concludes a contract on exclusive mediation with the Principal for a certain period of time if the Principal has concluded a legal transaction with a person or his relative after the expiration of the contract, then the Mediator's engagement will be recognized even after the expiration of the contract.

The mediator undertakes to draw the attention of the Principal and clarify the concept of exclusive mediation and the possibility of legal consequences.

For the duration of the exclusive mediation, the Principal has the obligation not to enter into a legal transaction for the sale of real estate without the Mediator.

If the Principal concludes a deal with another Intermediary during the duration of the Agreement on exclusive mediation, i.e. realizes the purchase and sale of his real estate, he is obliged to pay the Intermediary the agreed fee and possible costs.

The contract on exclusive mediation ceases to be valid after 12 months. & the parties are able to extend it 30 days before the expiration of the Agreement.

INTERMEDIARY OBLIGATIONS

Article 5.

By signing a real estate brokerage contract, the broker undertakes to perform the following in particular:

1. try to find and connect a person with the principal in order to conclude a mediated deal;
2. familiarize the principal with the average market price of a similar property;
3. inspect the documents proving ownership or other real right in the property in question and warn the principal about obvious deficiencies and possible risks related to the unorganized land registry condition of the real estate, registered real rights or other rights of third parties to the real estate;
4. perform the necessary actions in order to present (present) the real estate on the market, advertise the real estate in an appropriate manner, as well as perform all other actions agreed upon in the real estate brokerage contract that exceed the usual presentation, for which he is entitled to special, pre-stated costs;
5. enable inspection of the property;
6. mediate in negotiations and try to conclude a contract;
7. keep the principal's personal data and, on the written order of the principal, keep as a business secret information about the real estate for which he mediates or in connection with that real estate or the business for which he mediates;

8. if the subject of the conclusion of the contract is land, check the purpose of the land in question in accordance with the applicable regulations on spatial planning related to that land;

9. inform the principal about all circumstances important for the intended job that are known to him or must be known to him.

PRINCIPAL'S OBLIGATIONS

Article 6.

By signing the contract on mediation in real estate transactions, the principal undertakes to perform the following in particular:

1. inform the intermediary about all circumstances that are important for the performance of mediation services and present accurate information about the property;
2. provide the mediator with all documents proving his ownership of the real estate, i.e. another real right to the real estate that is the subject of the contract;
3. provide the intermediary and a third party interested in concluding the mediated deal with a tour of the property;
4. after concluding the mediated legal transaction, i.e. the pre-contract by which he undertook to conclude the mediated legal transaction, pay the mediator an intermediary fee, unless otherwise agreed;
5. if it is expressly agreed to compensate the intermediary for the costs incurred during the mediation, which exceed the usual mediation costs;
6. inform the mediator in writing about all changes related to the work for which he authorized the mediator.

The principal will be liable for damages, if he did not act in good faith.

INTERMEDIARY FEE

Article 7.

The intermediary for mediation is entitled to an intermediary fee (hereinafter: compensation). The mediator charges a fee for his work in the amount determined by the mediation agreement. The intermediary acquires the right to mediation compensation in its entirety, immediately after the conclusion of the first legal act concluded by the contracting parties (pre-contract or sales contract).

VAT is charged on the amount of compensation.

Article 8.

If the party himself offers the mediator a compensation or reward higher than the agreed upon, the mediator may receive such a reward, but on the condition that it is not in obvious disproportion with his services, with the outcome of his work and the party's financial situation.

The mediator can agree on the right to compensation for the costs necessary for the execution of the order and request that he be advanced funds for certain expenses for expenses.

Article 9.

It is considered that the mediator enabled the principal to have a connection with a third party about negotiations for the conclusion of a mediated deal, if it is possible for the principal to enter into a connection with a third party (natural or legal) with whom he negotiated for the conclusion of a legal deal, and especially if:

directly brought or directed to the principal a third person to view the property that is the subject of mediation;

organized a meeting between the principal and a third party to negotiate a legal transaction;

communicated to the principal the name, telephone number, fax number, e-mail of another person authorized to enter into a legal transaction or communicated to him the exact location of the requested property.

PRICE LIST

All services of the mediator are included in the charged agency commission in the event that the Principal gives up his legal work, the Mediator can charge the incurred costs according to the following price list:

-Professional photography, image processing and advertising –700.00 €

-Presentation of the apartment per tour – 100.00 €

-Official property appraisal – 10 € /m²

-Consulting – 200.00 €

BUYING SALE

The commission is charged in percentages of the total achieved amount of the purchase price.

Highest total commission 6 %

Lowest total commission 4 %

SALE

Commission for mediation when selling real estate (charged by the seller)

2 – 4 % but not less than 1,000.00 €

PURCHASE

Commission for mediation when buying real estate (charged by the buyer)

2 – 3 % but not less than 1,000.00 €

The commission is charged from the buyer if it is contracted or the intermediary received a written or oral order from the buyer for the real estate demand

REPLACEMENT

When exchanging real estate, a commission is charged from each party in the exchange, and the percentage is calculated from the value of the real estate acquired by the party by exchanging 2 – 3 %

LEASE AND RENT

RENTING AND LEASING– commission from lessor and lessor

Percentage of monthly rent

75 % – Minimum

100 % – For rent or lease duration from 12 to 59 months

150 % – Minimum for rent or lease duration of 60 months (5 years) and more

RENT AND LEASE – commission from lessee and lessee

Percentage of monthly rent

75 % – Minimum for rent

100 % – Minimum for rent

100 % – For rent or lease duration from 12 to 59 months

150 % – Minimum for rent or lease duration of 60 months (5 years) and more

VAT is not included in the price

CONTRACT TERMINATION

Article 10.

The mediation agreement is concluded for a period of 12 months, for an indefinite period or according to the agreed period of the party, and ends at the end of the period for which it was concluded, unless the agreement for which it was mediated was concluded within that period or by the cancellation of any of the contracting parties. The principal will recognize mediation even after the expiration of the contract if contact with a third party was made during the duration of the contract. If the principal unilaterally terminates the contract before the end of the agreed period, he is obliged to compensate the mediator within 7 (seven) days for all mediation costs incurred until the termination of the contract, which relate to advertising costs, material costs and more, all if they are contracted and if they are incurred.

The principal is obliged to compensate the intermediary for the costs incurred, which were otherwise agreed to be paid separately by the principal.

If, within one year after the termination of the validity of the contract, the principal enters into a legal transaction with a person with whom he was connected by the intermediary, and for whom the intermediary mediated at the time of the validity of the contract, he is obliged to pay the intermediary fee in full to the intermediary, unless otherwise agreed by the contract.

FINAL PROVISIONS

Article 11.

For relations between intermediaries and other persons of concern, which are not regulated by these General Terms and Conditions or the mediation agreement, the provisions of the Law on Mediation in Real Estate Transactions and the Law on Obligatory Relations of the Republic of Croatia apply.

The court in Virovitica is competent for court disputes.

In application of xxxx

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Note: translation into Croatian is applied

OPĆI UVJETI POSLOVANJA

GOSPAR, obrt za usluge

OPĆE ODREDBE

Članak 1.

Općim uvjetima poslovanja posrednika u prometu nekretnina (u daljnjem tekstu: Opći uvjeti) uređuje se poslovni odnos između agencije za posredovanje u prometu nekretnina (u daljnjem tekstu: posrednik) i fizičke ili pravne osobe (u daljnjem tekstu: nalogodavac) koja sa posrednikom sklapa pisani ugovor o posredovanju (u daljnjem tekstu: posrednički ugovor).

Opći uvjeti su sastavni dio ugovora o posredovanju sklopljenim između posrednika i nalogodavca.

PONUĐA NEKRETNINA

Članak 2.

Naša se ponuda temelji na podacima koje zaprimimo pismenim ili usmenim putem od strane nalogodavca. Postoji mogućnost greške u opisu i cijeni nekretnine te mogućnost da je oglašavana nekretnina već prodana, iznajmljena ili je nalogodavac nekretnine odustao od posredovanja. Naše ponude i obavijesti nalogodavac mora čuvati kao poslovnu tajnu i samo ih uz naše pismeno odobrenje smije prenijeti trećoj osobi. Cijene nekretnina iskazane su u eurima,.

UGOVOR O POSREDOVANJU

Članak 3.

Ugovorom o posredovanju posrednik se obvezuje dovesti u vezu s nalogodavcem osobu koja bi s njim pregovarala o sklapanju ugovora, a nalogodavac se obvezuje isplatiti mu određenu proviziju, ako ugovor bude sklopljen. Ugovor o posredovanju sklapa se između posrednika i nalogodavca. U posredničkom ugovoru moraju biti istinito, točno i potpuno naznačeni bitni podaci za posredovanje. Ukoliko nije potpisan ugovor o posredovanju nalogodavac nije dužan posredniku isplatiti naknadu, a sve u slučaju ukoliko posrednik na neki drugi način ne dokaže da je posredovao prilikom sklapanja pravnog posla.

ISKLJUČIVO POSREDOVANJE

Članak 4.

Posrednik sklapa ugovor o isključivom posredovanju sa Nalogodavcem na određeno vrijeme ukoliko je Nalogodavac sklopio pravni posao sa osobom ili njegovim srodnikom nakon isteka ugovora tada će se Posrednikov angažman priznati i nakon isteka ugovora.

Posrednik se obvezuje posebno Nalogodavcu skrenuti pozornost i pojasnit mu pojam isključivog posredovanja te mogućnosti pravnih posljedica.

Nalogodavac za vrijeme trajanja isključivog posredovanja ima obavezu ne sklapati pravni posao prodaje nekretnine bez Posrednika.

Ukoliko Nalogodavac za vrijeme trajanja Ugovora o isključivom posredovanju sklopi posao sa drugim Posrednikom odnosno realizira kupoprodaju svoje nekretnine, dužan je Posredniku platiti ugovorenu naknadu te eventualne troškove.

Ugovor o isključivom posredovanju prestaje važiti nakon 12mj., a stranke su u mogućnosti isti produljiti 30 dana prije isteka Ugovora.

OBVEZE POSREDNIKA

Članak 5.

Potpisom ugovora o posredovanju u prometu nekretnina posrednik se obvezuje obavljati osobito sljedeće:

1. nastojati naći i dovesti u vezu s nalogodavcem osobu radi zaključenja posredovanog posla;
2. upoznati nalogodavca s prosječnom tržišnom cijenom slične nekretnine;
3. izvršiti uvid u isprave kojima se dokazuje vlasništvo ili drugo stvarno pravo na predmetnoj nekretnini i upozoriti nalogodavca na očite nedostatke i moguće rizike u svezi s neuređenim zemljišnoknjižnim stanjem nekretnine, upisanim stvarnim pravima ili drugim pravima trećih na nekretninu;
4. obaviti potrebne radnje radi predstavljanja (prezentacije) nekretnine na tržištu, oglasiti nekretninu na odgovarajući način, kao i izvršiti sve druge radnje dogovorene ugovorom o posredovanju u prometu nekretnina koje prelaze uobičajenu prezentaciju, a za što ima pravo na posebne, unaprijed iskazane troškove;
5. omogućiti pregled nekretnine;
6. posredovati u pregovorima i nastojati da dođe do sklapanja ugovora;
7. čuvati osobne podatke nalogodavca te po pisanom nalogu nalogodavca čuvati kao poslovnu tajnu podatke o nekretnini za koju posreduje ili u svezi s tom

nekretninom ili s poslom za koji posreduje;

8. ako je predmet sklapanja ugovora zemljište, provjeriti namjenu predmetnog zemljišta u skladu s važećim propisima o prostornom uređenju koji se odnose na to zemljište;

9. obavijestiti nalogodavca o svim okolnostima važnim za namjeravani posao koje su mu poznate ili mu moraju biti poznate.

OBVEZE NALOGODAVCA

Članak 6.

Potpisom ugovora o posredovanju u prometu nekretnina nalogodavac se obvezuje da će obavljati osobito sljedeće:

1. obavijestiti posrednika o svim okolnostima koje su važne za obavljanje usluga posredovanja i predočiti točne podatke o nekretnini;
2. dati posredniku na uvid sve isprave koje dokazuju njegovo vlasništvo na nekretnini, odnosno drugo stvarno pravo na nekretnini koja je predmet ugovora;
3. osigurati posredniku i trećoj osobi zainteresiranoj za zaključivanje posredovanog posla razgledanje nekretnine;
4. nakon zaključivanja posredovanog pravnog posla, odnosno predugovora kojim se obvezao zaključiti posredovani pravni posao, isplatiti posredniku posredničku naknadu, osim ako nije drukčije ugovoreno;
5. ako je to izričito ugovoreno nadoknaditi posredniku troškove učinjene tijekom posredovanja, koje prelaze uobičajene troškove posredovanja;
6. obavijestiti posrednika pismenim putem o svim promjenama vezanim uz posao za koji je ovlastio posrednika.

Nalogodavac će odgovarati za štetu, ako pritom nije postupio u dobroj vjeri.

POSREDNIČKA NAKNADA

Članak 7.

Posredniku za posredovanje pripada posrednička naknada (u daljnjem tekstu: naknada). Posrednik za svoj rad naplaćuje naknadu u iznosu određenu ugovorom o posredovanju. Posrednik stječe pravo na posredničku naknadu u cijelosti, neposredno nakon sklapanja prvog pravnog akta koje ugovorne strane zaključče (predugovor ili kupoprodajni ugovor).

Na iznos naknade zaračunava se PDV.

Članak 8.

Ukoliko stranka sama ponudi posredniku naknadu odnosno nagradu veću od ugovorene, posrednik smije primiti takvu nagradu, ali pod uvjetom da ona nije u očitom nerazmjeru s njegovim uslugama, s ishodom njegova rada i imovinskim stanjem stranke.

Posrednik može ugovoriti pravo na naknadu troškova nužnih za izvršenje naloga i zatražiti da mu se unaprijed akontiraju sredstva za određene izdatke za troškove.

Članak 9.

Smatra se da je posrednik omogućio nalogodavcu vezu s trećom osobom o pregovaranju za sklapanje posredovanog posla, ako je omogućeno nalogodavcu stupanje u vezu s trećom osobom (fizičkom ili pravnom) s kojom je pregovarao za sklapanje pravnog posla, a naročito ako je:

neposredno doveo ili uputio nalogodavcu treću osobu u razgledavanje nekretnine koja je predmet posredovanja;

organizirao susret između nalogodavca i treće osobe radi pregovaranja za sklapanje pravnog posla;

nalogodavcu priopćio ime, broj telefona, telefaksa, e-maila druge osobe ovlaštene za sklapanje pravnog posla ili mu je priopćio točnu lokaciju tražene nekretnine.

CJENIK

Sve usluge posrednika ulaze u naplaćenu agencijsku proviziju u slučaju da Nalogodavac odustane od pravnog posla Posrednik može po idućem cjeniku naplatiti nastale troškove:

-Profesionalno fotografiranje, obrada slika i oglašavanje –700,00 €

-Prezentacija stana po obilasku – 100,00 €

-Službena procjena nekretnine – 10 € / m²

-Savjetovanje – 200,00 €

KUPOPRODAJA

Provizija se naplaćuje u postocima od ukupnog postignutog iznosa kupoprodajne cijene.

Najviša ukupna provizija 6 %

Najniža ukupna provizija 4 %

PRODAJA

Provizija za posredovanje prilikom prodaje nekretnine (naplaćuje se od prodavatelja)

2 – 4 %, ali ne manje od 1.000,00 €

KUPNJA

Provizija za posredovanje prilikom kupnje nekretnine (naplaćuje se od kupca)

2 – 3 %, ali ne manje od 1.000,00 €

Provizija se naplaćuje od kupca ako je ugovorena ili je posrednik dobio od strane kupca pismeni ili usmeni nalog za potražnjom nekretnine

ZAMJENA

Prilikom zamjene nekretnine provizija se naplaćuje od svake strane u zamjeni, a postotak se računa od vrijednosti nekretnine koju je strana stekla zamjenom 2 – 3 %

ZAKUP I NAJAM

IZNAJMLJIVANJE I DAVANJE U ZAKUP– provizija od najmodavca i zakupodavca

Postotak od mjesečne najamnine

75 % – Minimalno

100 % – Za najam ili zakup trajanja od 12 do 59 mjeseci

150 % – Minimalno za najam ili zakup trajanja od 60 mjeseci (5 godina) i više

UNAJMLJIVANJE I ZAKUP – provizija od najmoprimca i zakupnika

Postotak od mjesečne najamnine

75 % – Minimalno za najam

100 % – Minimalno za zakup

100 % – Za najam ili zakup trajanja od 12 do 59 mjeseci

150 % – Minimalno za najam ili zakup trajanja od 60 mjeseci (5 godina) i više

PDV nije uključen u cijenu

PRESTANAK UGOVORA

Članak 10.

Ugovor o posredovanju se sklapa na rok od 12 mjeseci, na neodređeno vrijeme ili prema ugovorenom roku stranki a prestaje istekom roka na koji je sklopljen, osim ako u tom roku nije sklopljen ugovor za koji je posredovano ili otkazom bilo koje od ugovornih strana. Nalogodavac će priznati posredovanje i nakon isteka ugovora ukoliko je kontakt s trećom osobom ostvaren tijekom trajanja ugovora. Ukoliko nalogodavac prije isteka ugovorenog roka jednostrano raskine ugovor, dužan je u roku od 7 (sedam) dana posredniku nadoknaditi sve troškove posredovanja koji su nastali do raskida ugovora, a koji se odnose na troškove oglašavanja, materijalne troškove i drugo, a sve ukoliko su isti ugovoreni i ukoliko su nastali.

Nalogodavac je dužan nadoknaditi posredniku učinjene troškove za koje je inače bilo ugovoreno da ih nalogodavac posebno plaća.

Ako u roku jedne godine nakon prestanka važenja ugovora nalogodavac sklopi pravni posao s osobom s kojom ga je povezo posrednik, a za koji je posrednik posredovao u vrijeme važenja ugovora, dužan je posredniku platiti posredničku naknadu u cijelosti, osim ako Ugovorom nije drugačije ugovoreno.

ZAVRŠNE ODREDBE

Članak 11.

Za odnose između posrednika i ostalih osoba kojih se tiče, a koji nisu uređeni ovim Općim uvjetima ili posredničkim ugovorom, primjenjuju se odredbe Zakona o posredovanju u prometu nekretnina i Zakona o obveznim odnosima RH.

Za sudske sporove nadležan je sud u Virovitici.

U primjeni od xxxx

GOSPAR, obrt za usluge

Napomena: primjenjuje se prijevod na hrvatski jezik