

GENERAL BUISNES TERMS

GENERAL PROVISIONS

Article 1.

The general terms and conditions of the Real Estate Broker's business (hereinafter: General Terms) regulate the business relationship between the real estate brokerage agency (hereinafter: the Broker) and the natural or legal person (hereinafter the Principal), who enters into a contract with the Broker on mediation exclusively in written form;

The general terms and conditions are an integral part of the mediation agreement concluded between the Mediator and the Principal;

Article 2.

Individual terms and names in terms of these General Terms and Conditions have the following meaning:

Real estate agent:

*TRADE: **KESER Real estate**, Trade for services, Ravnjarsko selo 10, 51219 Čavle, OIB: 42661339258;*

Real estate mediation is all the actions of a real estate agent, which relate to the connection between the Principal and a third party, as well as negotiations and preparations for the conclusion of certain legal transactions, the subject of which is a certain real estate, especially when buying, selling, exchanging, renting and leasing ;

A third person is any person whom the Real Estate Broker tries to connect with the Principal, in order to negotiate the conclusion of legal transactions, the subject of which is a certain real estate.

Real estates are particles of the earth's surface, together with everything that is permanently connected to the land on the surface or under it, in accordance with the provisions of the general regulation on ownership and other real rights.

The principal is any natural or legal person who enters into an agreement on mediation with the Real Estate Agent, exclusively and only in writing, such as, for example, the seller, buyer, lessee, lessor, lessee and all other possible participants in the real estate transaction;

Intermediary fee - COMMISSION - is a fee, that is, the amount, which each Principal, whether he is a seller or a buyer, is obliged and obligated to pay to the Intermediary for mediation services performed in the purchase or sale of a certain real estate;

PROPERTY OFFER

Article 3.

Our real estate offer is based on the information we receive verbally or in writing from the Principal.

Our offer regarding real estate and any other information, the Client, as the recipient of such information, must especially keep it as a business secret and only with our written approval may and may transfer it to a third party;

If the recipient of certain information, that is, the Principal is already familiar with one of the properties from our offer, he is obliged to inform us about it immediately and without delay, orally or in writing;

PRICE OF REAL ESTATE

Article 4.

The prices of the offered properties can be expressed in kunas and euros, but are payable exclusively in euros.

MEDIATION AGREEMENT

Article 5.

With the mediation agreement, the Intermediary undertakes to bring a third person into contact with the Principal, who would negotiate with him on the conclusion of a legal transaction of purchase and sale or some other contract, and the Principal undertakes to pay him a certain commission, if the legal transaction of purchase and sale and the contract are concluded.

The mediation agreement (hereinafter: mediation agreement) is concluded between the Intermediary and the Principal.

The mediation contract must contain true, accurate and fully indicated information for the purchase or sale of real estate or for some other legal transaction, rent, lease, etc.

Article 6.

In the case of the sale of real estate, which is co-owned by several persons, the written consent of each of the co-owners of the property in question is necessarily required;

OBLIGATIONS OF INTERMEDIARIES

Article 7.

With the concluded agreement on mediation in real estate transactions, the Intermediary undertakes to perform the following actions described below:

- *to try to find and bring a third party into contact with the Principal, in order to conclude the mediated deal;*
- *to acquaint the Principal with the objective, market price of a property similar to his own*
- *inspect the documents proving the ownership or other real right to the subject real estate and warn the Principal about possible deficiencies and possible risks related to the land registry status of the real estate;*
- *perform the necessary actions for the purpose of presenting (presentation) the real estate on the market, advertise it in an appropriate manner; as well as perform all other actions agreed in the contract on mediation in real estate transactions;*
- *enable real estate inspection;*
- *mediate in negotiations and try to conclude a contract;*
- *keep the Principal's personal data, and according to his written order, keep them as a business secret, and everything related to that real estate or to the business for which he mediates;*
- *if it is about concluding a contract for the purchase and sale of land, it is necessary to check its purpose, and everything in accordance with the valid regulations and legal provisions on spatial planning that refer to that land;*
- *inform the Principal about all the essential circumstances for the entrusted work, which are known to him or should have been known to him;*

Article 8.

The mediator is obliged to keep as a business secret all the information that he receives while performing mediation activities, which relate to or are related to the Principal, for real estate that is object of mediation;

If the Intermediary violates his obligation to keep a trade secret, he is obliged to compensate the injured person, that is, the Principal, for the damage he suffered due to the disclosure of the trade secret;

OBLIGATIONS OF THE PRINCIPAL

Article 9.

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

- inform the Intermediary about all important circumstances related to the performance of mediation services;*
- provide the Mediator with all the documents proving his ownership of the real estate, or other real right to the real estate, which is the subject of the mediation agreement;*
- provide the Mediator and a third party interested in concluding the mediated deal with an inspection and viewing of the property;*
- after the conclusion of the first mediated legal transaction, pay the Mediator his mediation fee, i.e. commission, unless otherwise agreed;*
- if expressly agreed, the Principal is obliged to compensate the Intermediary for the costs incurred during the mediation, which exceed the usual mediation costs;*
- inform the Intermediary in writing about all changes related to the work for which he has authorized the Intermediary;*

Furthermore, the Principal is not obliged to enter into negotiations for the conclusion of a mediated deal with a third party found by the Mediator, nor to conclude a legal deal, and the provision of the contract which stipulates otherwise is null and void.

The principal may be liable for damages if he did not act in good faith;

BROKERAGE FEE

Article 10.

If the Principal offers the Intermediary a fee - a commission higher than agreed in the mediation contract, the Intermediary may receive such a reward, but on the condition that it is not clearly disproportionate to his services;

Article 11.

In the case of mediation, in which the Principal himself or through a third party found an interested person, the Mediator may, in accordance with his conscience, charge the actual costs incurred in connection with the business in question.

TERMINATION OF CONTRACT

Article 12.

The contract on mediation is concluded for a period of 12 (twelve) months and ends at the end of the period for which it was concluded, unless the contract for which it was mediated was concluded within that period, or by the cancellation of any of the contracting parties.

If the legal work is not completed within this time limit, the mediation contract is automatically extended, until one of the contracting parties terminates the cooperation in writing.

The client will recognize the mediation even after the mediation contract expires, if contact with a third party was made during the duration of the mediation contract

If, within 2 (two) years after the termination of the validity of the mediation agreement, the Principal enters into a legal transaction with the person with whom the Intermediary connected him, and for whom the Intermediary mediated during the validity of the agreement, he is obliged to pay the mediation commission in full to the Intermediary, unless The mediation agreement does not stipulate otherwise.

Article 13.

The party can enter complaints in the book of records of consumer complaints, which is located in the office of the agency.

Article 14.

For mutual relations between the Mediator and other persons involved in the mediation process, 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 shall apply;

The local competent court in Rijeka is responsible for all legal disputes.