

**GENERAL TERMS AND CONDITIONS
GTC 2020
GENERAL PROVISIONS**

Article 1

The General Terms and Conditions of Real Estate Brokers (hereinafter: General Terms and Conditions) regulate the business relationship between a real estate brokerage agency (hereinafter: the Intermediary) and a private or legal person (hereinafter: the Principal) who enters into a written contract with the Intermediary.

The General Terms and Conditions are an integral part of the mediation contract concluded between the Intermediary and the Principal.

Article 2

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

- Real estate intermediary - BROKKERA
- Real estate intermediation include the actions of real estate brokers concerning the connection of the Principal and a third party as well as negotiations and preparations for concluding legal transactions which are the subject of a particular real estate, especially in the purchase, sale, exchange, lease, etc.
- Real estate is a part of the land surface, together with everything that is permanently connected to the land on or below the surface in accordance with the provisions of the general regulation on ownership and other real rights.
- The Principal is a private or legal person who enters into a written brokerage agreement with the Intermediary (seller, buyer, tenant, lessor, lessor, lessee and other possible participants in real estate).
- A third party is a person whom a real estate agent seeks to connect with the Principal for the purpose of negotiating the conclusion of legal transactions to which a particular real estate is the subject.
- Brokerage fee is the amount that the client is obliged to pay to the broker for brokerage services.

REAL ESTATE OFFER

Article 3

Our offer is based on the information we receive from the client. There is a possibility of a mistake in the description and price of the property and the possibility that the advertised property has already been sold, rented or the owner of the property has given up the sale. The recipient of the information (client) must keep our offer's details as a business secret and may only pass them on to a third party with our written consent.

If the client is already familiar with the real estate we have offered him, he is obliged to inform us without delay in writing, by e-mail, fax or registered mail about that.

REAL ESTATE PRICES

Article 4

Real estate prices are expressed in euros, and are payable in kuna equivalent according to the middle exchange rate of the HNB.

MEDIATION CONTRACT

Article 5

The brokerage contract obliges the Intermediary to contact the Principal to negotiate the conclusion of the contract with him, and the Principal undertakes to pay him a certain fee, if the contract is concluded.

The mediation contract (hereinafter: the Mediation Contract) is concluded between the Intermediary and the Principal. The brokerage contract must contain true, accurate and complete information about the sale or purchase of the property.

Article 6

When selling a property that is co-owned by several persons, the written consent of all co-owners is required for the sale of the property in the form of acceptance of the brokerage agreement.

OBLIGATIONS OF THE INTERMEDIARY

Article 7

By signing a mediation contract, the Intermediary undertakes to perform in particular the following:

1. try to find and bring in contact with the Plient a person for the purpose of concluding an intermediary deal,
2. acquaint the client with the average market price of similar real estate,
3. obtain and inspect documents proving ownership or other rights on the real estate in question,
4. perform the necessary actions for the presentation of real estate on the market, advertise the property in an appropriate manner and perform all other actions agreed in the mediation contract that exceed the usual presentation, for which he is entitled to special, pre-stated costs,

5. enable inspection of real estate,
6. mediate in negotiations and try to reach an agreement, if he has undertaken to do so,
7. keep the personal data of the Principal, and upon a written order of the Principal, keep as a business secret the data on the real estate for which he is mediating or in connection with that real estate or with the business for which he is mediating,
8. if the subject of the contract is land, check the purpose of the land in question in accordance with the applicable spatial planning regulations relating to that land,
9. inform the client of all circumstances relevant to the intended work that are known to him or must be known to him.

Article 8

The mediator is obliged to keep as a business secret all information that he learns while performing mediation activities, and relates to the client, the real estate for which he mediates or is related to that real estate or to the business for which he mediates or concludes on the basis of special authority.

If he violates his obligation to keep business secrets, the mediator is obliged to compensate the injured parties for the damage they have suffered due to the disclosure or non-preservation of business secrets.

It is not considered that the duty of professional secrecy has been violated if the intermediary discloses the data to persons with whom he seeks to contact the principal, and this was absolutely necessary for the intermediary to fulfill its obligation under the mediation contract concluded with the principal.

OBLIGATIONS OF THE PRINCIPAL

Article 9

By signing the mediation contract, the client undertakes to perform in particular the following:

1. inform the Intermediary about all circumstances that are important for the performance of brokerage services and provide accurate information about the property,
2. provide the Intermediary with all documents proving his ownership of the real estate, together with other rights on the real estate which is the subject of the contract,
3. provide the Intermediary and a third party interested in concluding the mediated transaction with a tour of the real estate,
4. after concluding the mediated legal transaction, or the pre-contract by which he undertook to conclude the mediated legal transaction, pay the Intermediary a mediation fee, unless otherwise agreed,
5. if it is explicitly agreed to reimburse the Intermediary for the costs incurred during the mediation, which exceed the usual costs of mediation,

6. notify the Intermediary in written way of any changes related to the work for which he has authorized the Intermediary. The Principal is not obliged to enter into negotiations for concluding a brokered deal with a third party found by the Intermediary, nor to conclude a legal deal, and the provision of the contract which agreed otherwise is null and void. The Principal will be liable for damages if he has not acted in good faith.

INTERMEDIARY COMMISSION FEE

Article 10

The Intermediary for mediation is entitled to the mediation commission fee agreed in the mediation contract. The Intermediary is obliged to charge a fee determined by the mediation contract for his work. The Intermediary acquires the right to the intermediary commission fee in full, immediately after the conclusion of the first legal act concluded by the contracting parties (pre-contract or sales contract).

Article 11

The commission fee paid by the Principal for the mediation service in the purchase and sale of real estate is 3% of the purchase price. The minimum fee is HRK 8,000.00.

Article 12

If the party itself offers the Intermediary a fee higher than agreed, the mediator may receive such a reward.

Article 13

The Intermediary may contract the right to reimbursement of the costs necessary for the execution of the order and request that funds be paid to it in advance for certain expenses for costs.

Article 14

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

Article 15

The Intermediary shall be deemed to have enabled the Principal to liaise with another person to negotiate the conclusion of the brokered transaction, if the Principal is allowed to enter into contact with another person with whom he negotiated the conclusion of the legal transaction, especially if:

- Directly took or sent the Principal or a third party to inspect the real estate in question;

- Organized a meeting between the Principal and the other contracting person to negotiate a legal transaction;
- Communicated to the Principal or a third party the name, telephone number, fax number of another person authorized to enter into a legal transaction or provided him with an insight into the exact location of the requested real estate.

PRICELIST

Article 16

Price list of brokerage fees for mediation in the sale, exchange, lease, rental of real estate and other agency services.

PURCHASE AND SALE	
The commission fee is charged as a percentage of the total amount of the purchase price achieved.	
Highest commission fee	By agreement
Lowest commission fee	6 %, but not less than HRK 16,000.00
SALE	
Commission fee for mediation in the sale of real estate (charged from the seller)	3 %, but not less than HRK 8,000.00
PURCHASE	
Commission fee for mediation when buying real estate (charged from the buyer)	3 %, but not less than HRK 8,000.00
EXCHANGE	
When exchanging real estate, a commission fee is charged by each party in the exchange, and the percentage is calculated from the value real estate acquired by the party of exchange	3 %, but not less than HRK 8,000.00

LEASE AND RENT	
RENTAL - fee from the landlord (lessor)	
Percentage of monthly rent (one-time)	
100 %	Minimum
150 %	For rent or lease lasting 5 to 10 years
200 %	For rent or lease for 10 years or more
RENTAL - commission from the tenant	
Percentage of monthly rent (one-time)	
100 %	Minimum
150 %	For rent or lease lasting 5 to 10 years
200 %	For rent or lease for 10 years or more

OTHER SERVICES	
Business consulting and mediation	HRK 500.00 /h
** Field trip, real estate identification, real estate inclusion in the offer	HRK 500.00
Real estate appraisal by a certified court appraiser (apartments and land)	HRK 1,500.00
Real estate appraisal by a certified court appraiser (houses and business premises)	By offer
* Service of obtaining an excerpt from the land register, copies of the cadastral plan, title deed and other documents with the state administration body, local and regional self-government in the place of the agency's headquarters	HRK 100.00
* Service of obtaining an excerpt from the land register, copies of the cadastral plan, title deed and other documents with state administration bodies, local and regional self-government outside the seat of the agency	HRK 100.00 /h + HRK 2.00 per km traveled

* fees and administrative fees are not included in the price

** for the collected amount we reduce the brokerage fee for the sale of real estate

TERMINATION OF THE CONTRACT

Article 17

The mediation contract is concluded for a period of 12 months and terminates upon the expiration of the term for which it was concluded, unless a contract for which mediation has been concluded has been concluded within that period or by termination of either of the contracting parties. If the work is not realized within that time limit, the contract is

automatically extended until one of the contracting parties terminates the cooperation in writing.

The client will recognize the mediation even after the expiration of the contract if the contact with a third party was made during the contract. If the Principal unilaterally terminates the contract before the expiration of the contracted period due to withdrawal from sale, he is obliged to reimburse the mediator within 7 (seven) days all brokerage costs incurred until the termination of the contract, in the minimum amount of HRK 2,000.00.

When the contract is terminated after the expiration of 12 months, the contracting parties have no claims against each other. The Principal is obliged to reimburse the Intermediary for the costs incurred for which it was otherwise explicitly agreed that the ordering party pays them separately.

If within 2 years after the termination of the contract the Principal concludes a legal transaction with the person with whom the Intermediary connected him, and for whom the Intermediary mediated during the validity of the contract, he is obliged to pay the intermediary commission fee in full, unless otherwise agreed.

Article 18

Clients may give the complaints in the book of records of consumer complaints located in the business premises of the agency.

Article 19

For the relations between the Intermediary and the agency and other persons concerned, which are not regulated by these General Terms and Conditions or the intermediary contract, the provisions of the Real Estate Brokerage Act and the Civil Obligations Act shall apply.

In case of a dispute, the contracting parties are obliged to try to resolve the dispute by conciliation or through the Conciliation Center at the Croatian Chamber of Commerce before initiating court proceedings, and only if the conciliation fails to initiate litigation with the court in Pazin.

Article 20

By signing the mediation contract, the client gives explicit consent to BROKKERA for the use of personal data and other data from the contract, and confirms that he has been informed about the method of data processing.

We process personal data in accordance with the provisions of the General Regulation on Data Protection, the Act on the Implementation of the General Regulation on Data Protection and other regulations on the protection of personal data.

The information is considered secret and cannot be disclosed to third parties, unless this information is necessary for the implementation of contractual and legal obligations.

In use since 6/2020.