

Customer Information Notice

Information on the Real Estate Agency Contract and General Terms and Conditions



A) General information on the services of s REAL Immobilien

s REAL offers real estate agency services ranging from the valuation and marketing of properties, relaying offers, and assisting clients from the conclusion of the contract to the hand-over of the keys.

The client is obliged to act in good faith in assisting the real estate agent in the performance of the agency activities, and he or she should refrain from passing on any business opportunities communicated to him or her. Real estate agent and client are obliged to provide one another with the necessary information; in particular, the client must promptly inform the real estate agent of any change to the intention to sell or let the property. Furthermore, the client undertakes to disclose the identity of anyone who contacts him or her directly during the term of the agency contract.

In accordance with Section 5 of the Real Estate Agents' Act, s REAL will generally function as a dual agent.

The offers and information relayed by s REAL are confidential and are intended for the recipient only.

All our offers are subject to change and are made without obligation. We reserve the right to make interim sales, letting and leasing arrangements.

If the recipient is already aware that a property offered by s REAL is available for purchase or letting, he or she must disclose this without delay. Otherwise, the submission of the offer is deemed acknowledged.

s REAL is also entitled to use email for the purpose of sending invoices and payment reminders.

Invoices to s REAL may be settled via a banking method only. The employees of s REAL are not authorised to collect payments.

These General Terms and Conditions apply to all forms of business transactions, and apply to all contracts concluded from 13 June 2014.

1. The real estate agency contract, property search or rental/purchase offer agreement

- a) The term of an agency agreement is based on the contract concluded with the client; usually 6 months in the case of property sales, 3 months in the case of rentals.
- b) The term of the agreement for a property search or rental/purchase offer agreement is indefinite. If the potential counter-party does not wish to receive any further offers, they may terminate this agreement at any time; no formal requirements exist.

2. Agency fee

- a) The entitlement to an agency fee exists if the brokered transaction was formed through the contractually-compliant services of s REAL conducted with a third party. s REAL shall remain entitled to the commission if it renders service in a manner other than by identifying [the potential counter-party] (e.g. through mediation activities). The identification of the potential counter-party likewise constitutes a fulfilment in accordance with the Section 11 Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). The commission is due at the time the brokered transaction becomes legally enforceable.
- b) s REAL is entitled to agree an agency fee with both contractual partners to a legal transaction.
- c) The basis for calculating the amount of the agency fee shall always be the actual brokered (achieved) purchase price, rent or leasehold fee. In the case of non-exhaustively listed legal transactions (e.g. a leasehold), the maximum commission rates pursuant to the 1996 Real Estate Brokers Ordinance (Immobilienmaklerverordnung, IMV) shall apply.

3. Payment of the agency fee

The agency fee

- a) is also payable if, instead of the agreed legal transaction, another is concluded (such as a rental rather than a purchase), or if the contractual partner mediated by s REAL, makes the contractual object a property different from that proposed in the agency contract (such as an apartment instead of a complete house).
- b) is also payable if the client rejects an offer matching the most recently concluded agency contract.
- c) is also payable if a legal transaction is not existed by a potential counter-party identified by s REAL, but instead with a third party, which is exercising a legal or contractual right of pre-emptive purchase, resale or right to join the contract (subrogation).
- d) is also payable by the vendor/landlord if the potential customer has informed a third party of the opportunity of a contractual conclusion disclosed to it by s REAL, and the third party subsequently concludes the transaction.
- e) is also payable by the potential counter-party, if the counter-party has informed a third party of the opportunity of a contractual conclusion disclosed to it by s REAL, and the third party subsequently concludes the transaction, but refuses to pay the agency fee.

4. Purchase agreements

Maximum commission in accordance with Section 15 Real Estate Brokers Ordinance (IMV) 1996, subject in each case to 20% VAT.

in the case of the purchase, sale or exchange of

- real estate or parts of real estate,
- parts of real estate under a commonhold/condominium arrangement,
- or which are established according to the contract,
- undertakings of all types and
- compensation payments for buildings on third-party properties

with a value

- up to € 36,336.42 4%
- from € 36,336.42 to € 48,448.58 € 1,453.46
- € 48,448.58 and above 3%

5. Tenancy agreements

Maximum commission in accordance with Section 19 et seqq. IMV 1996, plus 20% VAT, for brokering a tenancy or sub-tenancy of apartments, single-family houses and business premises of all types, and other rights of use.

Customer Information Notice

Information on the Real Estate Agency Contract and General Terms and Conditions



Term of the agreement	Landlord	Commercial property tenant	Apartment and single-family house tenant
indefinite period/period in excess of 3 years	3 gross monthly rent payments	3 gross monthly rent payments	2 gross monthly rent payments
At least 2 years (commercial and single-family houses only)	3 gross monthly rent payments	2 gross monthly rent payments	1 gross monthly rent payment
<ul style="list-style-type: none"> for an extension of more than 3 years or an indefinite period of time 		Extended to 3 gross monthly rent payments	Extended to 1.5 gross monthly rent payments
Period of less than 2 years (commercial and single-family houses only)	3 gross monthly rent payments	1 gross monthly rent payment	1 gross monthly rent payment
<ul style="list-style-type: none"> with extension to a maximum of 3 years for an extension of more than 3 years or an indefinite period of time 		Extended to 2 gross monthly rent payments Extended to 3 gross monthly rent payments	
Sub-tenancy agreements for single rooms, depending on duration	1 gross monthly rent payment	1 gross monthly rent payment	

6. Contractual withdrawal from brokered transaction (Section 30a Austrian Consumer Protection Act ("KSCHG"))

A client (customer) who is a consumer (Section 1 KSchG) and who furnishes a contract statement

- on the same day of inspecting the contractual object for the first time,
- and whose contract statement is for the acquisition of a tenancy right, another right of use or ownership, irrespective if this
- is for the ownership of an apartment, a single

family dwelling or a piece of land suitable for erecting a single-family dwelling, and this

- was intended to cover an urgent residential need on the part of the consumer or any of his or her near relatives;

may rescind his or her contract statement until the formation of the agreement, or up to one week thereafter. The time limit shall commence only upon the consumer receiving a "deed/document" containing the name and address of the undertaking, containing the information necessary for the identification of the contract and written instructions detailing the right of rescission. In the event of the omission of such written instructions or the delivery of deficient ones, the right of rescission shall only expire one month following the complete fulfilment of the contract by both parties.

7. Data protection

s REAL processes personal data for business purposes. All details concerning data protection can be found on the www.sreal.at website or [here](#).

8. Duty in relation to information

The client and s REAL are obliged to provide one another with the necessary messages to one another with the necessary information and messages. No guarantee is given or liability accepted for the accuracy of details based on the information provided by persons with power of disposal.

9. Supplementary agreements

If these T&Cs and information on the agency contract do not contain an explicit provision for a specific case, the provisions contained in the Real Estate Agents' Act and the Regulation issued by the Federal Minister for Commercial Matters on Professional Ethics and Rules of Practice for Real Estate Agents.

Other supplementary agreements must be made in writing, and must be concluded in writing by the authorised representatives of s REAL

B) Information concerning right of withdrawal and right of cancellation

The client is hereby informed that consumers who conclude the agency contract or property search or purchase offer agreement outside of the real estate agent's business premises or solely by way of a distance selling arrangement in accordance with Section 11 FAGG, have a right to withdraw from this agreement within 14 days. The cancellation time period commences on the day that the contract is concluded. This right of cancellation is exercised by sending s REAL a clear statement (by standard letter, fax or email for example) informing it of the decision to withdraw from this agreement. You can use the enclosed model cancellation form (see below); this is not a binding stipulation however. To satisfy the cancellation period, it is sufficient that the client sends the notification of their intention to exercise the right of cancellation, prior to the expiry of the cancellation time limit.

If the agreement is cancelled, s REAL will return all payments, which it has received from the client; it shall do so promptly and no later than within fourteen days from the day on which s REAL received the notification of the cancellation of this agreement. This repayment will be made via the same means of payment employed for the original transaction; in no event will any charges be levied for the repayment.

If the real estate agent is to commence its activities prior to the expiry of this fourteen day cancellation time limit, this will require an explicit request from the client who – upon complete performance of the agreement (identification of a prospective purchaser/tenant) within this time limit – will forfeit his or her right of withdrawal in accordance with Section 11 FAGG.

An obligation to pay commission shall only exist following the formation of the brokered transaction (purchase agreement, tenancy agreement) based on the causally relevant activities of the real estate agent.

In the event of a cancellation pursuant to Section 11 FAGG, the consumer undertakes not to use of the information obtained.

Customer Information Notice

Information on the Real Estate Agency Contract and General Terms and Conditions



Names and registered addresses of the s REAL Immobilien companies:

Comprising 6 companies, "s REAL Immobilien" is a corporate group owned by Erste Bank and the Sparkassen Group. All these companies are therefore in a close economic relationship with s BAUSPARKASSE, ERSTE BANK, the SPARKASSEN and subsidiaries.

s REAL Immobilienvermittlung GmbH
A-1030 Vienna, Landstraßer Hauptstraße 60
FN 120121z, VAT ID no.: ATU 14494108
Legal venue: Vienna
Tel.: 05 0100 - 26200
email: kundenbetreuung@sreal.at

**Sparkassen Real Service für Kärnten und Osttirol
Realitätenvermittlungs-Ges.m.b.H.**
A-9020 Klagenfurt, Neuer Platz 14
FN 97922d, VAT ID no.: ATU 37216204
Legal venue: Klagenfurt
Tel.: 05 0100 - 26530
email: info.kaernten@sreal.at

**Real Service für oberösterreichische Sparkassen
Realitätenvermittlungs-Ges.m.b.H.**
A-4020 Linz, Promenade 9
FN 87179f, VAT ID no.: ATU 37210503
Legal venue: Linz
Tel.: 05 0100 - 26300
email: info.oberoesterreich@sreal.at

**Sparkassen Real Service Tirol
Realitätenvermittlungs-Ges.m.b.H.**
A-6020 Innsbruck, Sparkassenplatz 5
FN 48095d, VAT ID no.: ATU 38567500
Legal venue: Innsbruck
Tel.: 05 0100 - 26350
email: info.tirol@sreal.at

**Real Service für steirische Sparkassen
Realitätenvermittlungs-Ges.m.b.H.**
A-8010 Graz, Sparkassenplatz 4
FN 49664k, VAT ID no.: ATU 37326309
Legal venue: Graz
Tel.: 05 0100 - 26400
email: info.steiermark@sreal.at

**Sparkassen Real Vorarlberg Immobilienvermittlung
GmbH**
A-6850 Dornbirn, Sparkassenplatz 1
FN: 365717w, VAT ID no.: ATU 66595927
Legal venue: Feldkirch
Tel. 05 0100 26976
email: info.vorarlberg@sreal.at

Cancellation form

If you would like to cancel the agreement you have concluded with us, please complete this form and return it.) Please note that this special "right of cancellation" for consumers pursuant to Section 11 FAGG only applies in the first 14 days following your receipt of this information notice, and then only if you have not commissioned us to perform early fulfilment.

To s REAL Immobilienvermittlung GmbH, 1030 Vienna, Landstraßer Hauptstr. 60, kundenbetreuung@sreal.at or s REAL _____ for [please enter the federal state, your cancellation notice will be directed to the relevant s REAL estate company. This entry is voluntary and has no effect on the enforceability of your cancellation]

I/we hereby cancel the agreement entered into by me/us for the provision of the agreed services.

Concluded on: _____

Name: _____

Address: _____

Date: _____

Signature (only if notification sent on paper)