

# General Terms and Conditions

## SE7EN Immobilien GmbH

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FB-No.: FN375016w

Director: MMag. Gerd Reisigl

## 1. Scope of application

- a) These General Terms and Conditions ("GTC") shall apply to the contract concluded between SE7EN Immobilien GmbH and the client, unless otherwise expressly agreed. This is irrespective of whether such a contract is concluded online through our website [www.se7en-immobilien.com](http://www.se7en-immobilien.com) or in our office.
- b) By submitting his or her contract declaration, the customer accepts these terms and conditions. Deviating, opposing, restricting or supplementary terms and conditions of business of the client must be expressly agreed with us in order that they become part of the contract in individual cases. In particular, actions that form part of the fulfilment of our contractual obligations do not constitute an agreement to any conditions that differ from our General Terms and Conditions.
- c) The rules of the Brokers Act and the Real Estate Brokers' Ordinance (regulation of the Federal Minister for Economic Affairs on rules for the business matters concerning ethical and practical rules of conduct for real estate brokers) shall apply if a regulation is applicable in individual cases which does not come under the terms of these General Terms and Conditions.
- d) SE7EN Immobilien GmbH does not recognise any contrary terms and conditions of business of other contractual partners. In the case of a contradiction, the statutory provisions shall apply.

## 2. General information about the brokerage contract

- a) SE7EN Immobilien GmbH offers the services of a real estate broker. In accordance with § 3 of the Broker's Act ([BGBl. No. 262/1996](#)) the Principal undertakes to provide the

broker with reasonable assistance in exercising his brokering activity and to refrain from passing on any business transactions transmitted to him. Brokers and Principals are obliged to provide each other with the necessary information. The Principal is obliged to notify the broker immediately if he intends to change his business intentions.

- b) SE7EN Immobilien GmbH carries out the activities of a double broker in accordance with § 5 of the Brokers Act.
- c) SE7EN Immobilien GmbH accepts no responsibility for the information on a property that is based on information from the owner or the authorised person.

### **3. Commission**

- a) Pursuant to section § 6 of the Brokers Act, the client is obliged to pay a commission in the event that the business to be mediated is effected by means of the contractual merit of the broker with a third party. The claim for commission shall arise if the transaction becomes legally effective.
- b) In the event that the transaction denominated in the brokerage contract does not come about in good faith because the Principal, without reasonable grounds, neglects a legal transaction which is necessary for the transaction, the commission is nevertheless due.
- c) The commission shall also be paid if another contract has been concluded or another contract with other conditions deviating from the offer is concluded.

The broker is also entitled to a commission even if, on the basis of his activity, although the business to be negotiated in accordance with the contract is not established, a transaction which is economically equivalent to the purpose of the broker is (§ 6 No. 3. Brokers Act).

- d) According to § 15 para. 1 no. 3, the brokerage commission is to be paid even if the legal transaction is concluded with a third party. The Principal has informed the third party of the broker's notification of the possibility of conclusion. If the third party refuses to pay the commission, the right to claim commission from the Principal remains unaffected.
- e) The claim for commission shall also be upheld if the transaction is not concluded with the mediated interested party, but with a third party exercising a statutory or contractual right of pre-purchase, resale or entry.
- f) Designation does not constitute an obligation to conclude the legal transaction, but constitutes fulfilment pursuant to § 11 FAGG.

### **4. The brokerage contract**

- a) If SE7EN Immobilien GmbH is entrusted with arranging the sale or rental of a property, the Principal is the property owner or at least authorised to dispose of it.
- b) The duration of the exclusive commissioning contract shall be contractually agreed.
- c) The search or offer contract is concluded indefinitely and can be terminated at any time by either party without naming any grounds. The termination has no effect on those legal transactions for which the broker had already worked until the time of the termination, provided that the mediated legal transaction is concluded (also after termination).
- d) The amount of the commission is determined on the basis of the purchase, rental or leasing price actually negotiated and obtained.

## 5. The purchase agreement

- a) The following are the maximum commissions provided for by § 15 of the Real Estate Brokers Ordinance (IMV): When buying, selling or exchanging
- property or property shares
  - Property shares, where there is home ownership or it is established according to the agreement
  - Companies of all kinds
  - Compensation for property built on third party land

to a value of

up to EUR 36,336.42 ..... **4 each %**

from EUR 36,336.43 to EUR 48,448.50.....**EUR 1,453.46 \***

ab EUR 48,448,51 .....**3 each %**

from both Principals (seller and buyer) plus 20 % VAT each.

\* Threshold rule acc. § 12 Para. 4 Real Estate Brokers Ordinance

The statutory maximum commission rates apply and reference is made to the ancillary costs overview of the Austrian Economic Chamber, the Association of Real Estate Agents, Form No. 13K / 05/2014 of the Austrian Assembly of Real Estate Agents (ÖVI).

## 6. Existing contracts

In the case of mediation of an occupier let or sublet of apartments, single-family houses and business premises, the statutory maximum charges pursuant to §§ 19ff Real estate Agency Brokers Regulation (IMV) apply.

## 7. Contract withdrawal from mediated real estate transactions (§30a Consumer Protection Law [KSchG])

§ 30a Consumer Protection Law: The withdrawal of the Principal (client, consumer) from the contract is possible under the following conditions:

- a) The contractual declaration is submitted on the day of the initial property viewing,
- b) Contract declaration is aimed at the acquisition of an established right, or other usage or ownership right,
- c) and relates to an apartment, a single-family house or a property suitable for the construction of a single-family house,
- d) and insofar as the acquisition is intended to cover the urgent needs of the consumer or of a close relative,
- e) the consumer may declare his withdrawal from the contract within one week and in writing.

According to § 30a clause 3 KSchG, the period does not start to run until the consumer has received a second copy of his declaration of contract and a written instruction concerning the right of withdrawal. The right of withdrawal expires, however, at the latest one month after the date of the first viewing.

For all else, reference is made to the general right of withdrawal pursuant to § 3 KSchG. It is pointed out that the Principal (consumer) can withdraw from the contract application or contract within 14 days if the contract declaration is not submitted to the premises permanently used by the contractor for his business purposes, nor to a booth used by him at a fair or a market. Pursuant to Article 3 (3) KSchG, however, the consumer is not entitled to withdraw from the contract under the following circumstances:

- a) if he or she initiated contact with the company or its representative on his or her own initiative with the purpose of concluding the contract,
- b) if no communication took place between the parties or their representatives before the conclusion of the contract or
- c) for contracts that are mutually fulfilled by means of immediate execution and compensation by the contracting parties, when the company customarily concludes contracts outside of its normal business premises and the agreed price does not exceed EUR 25, or when the company is not operated in permanent premises by its nature and the agreed price does not exceed EUR 50.
- d) in the case of contracts subject non face-to-face and foreign transaction law; or
- e) for contract declaration which the consumer has submitted when the entrepreneur was not physically present, unless he has been coerced to do so by the entrepreneur.

The declaration of withdrawal is not bound to any particular form.

Furthermore, it is pointed out that the Principal (consumer) can withdraw from his contract application or the contract pursuant to § 3a KSchG if circumstances that were significant for his consent, which during contract negotiations the entrepreneur had suggested were likely to arise, without his instigation do not arise, or only to a significantly lesser extent.

Significant circumstances within the meaning of para.1 of § 3a KSchG are:

- the expectation of the cooperation or consent of a third party that is necessary for the carrying out of the service of the entrepreneur or so that such service can be used by the consumer,
- the prospect of tax advantages,
- the prospect of public funding,
- the prospect of a loan.

## **8. Privacy**

The personal data provided to us is treated with the utmost care and is not stored or processed without your knowledge or your explicit consent. Similarly, we guarantee that your data is only passed on to third parties with your personal consent.

Exceptions arise in the following cases:

You expressly request to have your personal data passed on to third parties and this serves to provide support services (e.g. transmission of your data to one of our partners regarding the purchase, sale, rental of your property or related services). In case of a reasonable suspicion of criminal acts, the data are disclosed to the courts and authorities. For more detailed information, please refer to our Privacy Policy.

## **9. Cancellation policy and right of withdrawal in distance sales and contracts outside the company's office**

The prospective buyer is informed that for a consumer when the brokerage contract is concluded outside the business premises of the broker or exclusively via distance sales according to § 6 para. § 11 FAGG a withdrawal right exists within 14 days. The withdrawal period begins at the time of conclusion of the contract. The interested party is obliged to issue a clear declaration of withdrawal. This can be done using the withdrawal form, but is not bound to any form.

If the broker is required to take action before the expiry of the fourteen-day withdrawal period (e.g. transmission of detailed information, arranging a visit date), an explicit request is required by the prospective client, who will lose his right of withdrawal if the contract is completely fulfilled.

For a complete service provision by the real estate broker, it is also sufficient to designate the business matter. SE7EN Immobilien GmbH is entitled to a commission, but only if a designation leads to the conclusion of a legal transaction. The brokerage contract can no longer be revoked and is the basis for entitlement to commission.

In the event of a withdrawal pursuant to § 11 FAGG, the consumer undertakes not to make use of the information obtained.

## **10. General**

We note that SE7EN Immobilien GmbH, FN 375016w acts as a dual agent within the meaning of § 5 para. 3 MaklerG brokerage law. Austrian law is deemed to have been agreed for this and future legal transactions.

Court of jurisdiction is Innsbruck.

## Withdrawal form

If you would like to withdraw from the contract, please complete this form and send it back. Please note that this revocation form (in accordance with the statutory model revocation form of Annex I, Part B, distance sales and off business premises law) applies only to remote sales and external business premises. In accordance with § 11 FAGG, the consumer may withdraw from the above contracts within 14 days and only if the early intervention was not desired. In the event of a withdrawal pursuant to § 11 FAGG, you undertake not to make use of the information obtained.

To SE7EN Immobilien GmbH, A-6020 Innsbruck, Mariahilfstrasse 48.

I/We hereby give notice that I/we withdraw from my/our concluded contract for the provision of the following service:

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.....

Concluded on: .....

- Name of the consumer(s): .....

.....

- Address of customer(s): .....

.....

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Date

.....

Signature (only for notification in hard copy)