

Customer information

Information on the brokerage agreement and General Terms and Conditions of Business



A) General information on the services of s REAL Immobilien

s REAL provides the services of a real estate broker, from the valuation and marketing of the property to the forwarding of offers and the provision of support ranging from signing the contract to handing over the keys.

The client must support the broker candidly in the execution of his brokerage activities and not forward any disclosed business opportunities to third parties. The broker and the client undertake to pass the necessary information to each other; in particular, the client must inform the broker immediately of any change in his/her intention to sell/let. Furthermore, and for the duration of the brokerage agreement, the client undertakes to identify those persons who have approached him directly.

As per Section 5 of the Brokers Act (MaklerG), s REAL operates in principle as a dual broker.

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

Our services are offered without obligation and are subject to change. We reserve the right to prior sale, subletting and subleasing.

If the recipient is aware that a property offered by s REAL is already available for sale or let, he/she must inform s REAL without delay. Otherwise the offer of the property by s REAL shall be deemed acknowledged as such.

s REAL is authorised to also send invoices and reminder letters by email.

Invoices addressed to s REAL are to be paid exclusively by means of wire transfer. The employees of s REAL are not authorised to make collection.

These general terms and conditions of business apply to all forms of transaction and for all contracts concluded on or after 13 June 2014.

1. The brokerage agreement and the search/offer instruction.

- a) The duration of the agreement for a brokerage instruction is arrived at from the contract concluded with the client, for purchase – as a rule – 6 months, for letting – as a rule – 3 months.
- b) The duration of the agreement is unlimited for a search/offer instruction. If the interested party no longer wishes to receive any further offers, he/she can end this agreement informally at any time.

2. Commission fee

- a) A commission fee becomes due if the transaction to be negotiated is effected with a third party through the contractually remunerated activity of s REAL. The commission shall be due to s REAL even if it has been earned in some way other than by nomination (e.g. through negotiating activity). In any event, nomination represents fulfilment in accordance with Section 11 of the Remote Sales Act (FAGG). The commission becomes due with the entry into force of the negotiated transaction.
- b) s REAL is entitled to agree a commission fee with both contracting parties of a legal transaction.
- c) The basis for assessing the amount of the commission fee is always formed by the purchase, rental or tenancy price actually negotiated (achieved); for legal transactions that are not evaluated (e.g. leasehold), the maximum commissions applicable according to the Regulation on Estate Agents 1996 shall be deemed to have been agreed.

3. Payment of the commission fee

The commission fee

- a) must also be paid if a legal transaction takes place other than as arranged (e.g. rental instead of purchase), or if real estate other than the type specified in the brokerage agreement (e.g. apartment instead of house) is the subject of the contract with the contracting party for which s REAL acted as a broker.
- b) must also be paid if the client declines an offer that is in accordance with the last existing brokerage agreement.
- c) must also be paid if a legal transaction takes place with an interested party not identified by s REAL, but rather with a third party, because this party exercises a legal or contractual right of first refusal, right of repurchase or subrogation.
- d) must also be paid by the seller if the interested party shared the opportunity presented to them by s REAL and they make a deal.
- e) must also be paid by the interested party if the interested party shared the opportunity to conclude a legal transaction presented to them by s REAL with a third party and they conclude a deal, provided that the third party refuses to pay the commission fee.

4. Contracts of sale

Maximum commission as per Section 15 Real Estate Brokers Ordinance (IMV) 1996, plus 20% VAT.

on the purchase, sale or exchange of

- real estate properties or parts of real estate properties
- parts of real estate properties on which residential property exists
- or is to be established according to agreement
- companies of all kinds and
- payment for edifices erected on plots

with a value of:

- up to EUR 36,336.424%
- from EUR 36,336.42 to EUR 48,448.58EUR 1,453.46
- EUR 48,448.58 or more.....3%

5. Leases

Maximum commission as per Sections 19ff of the Real Estate Brokers Ordinance (IMV) 1996, plus 20% VAT upon negotiation of main leases or subleases for apartments, family residences and business premises of all types, and other rights of use.

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Duration of contract	Landlord/Lessor	Tenant/Lessee of commercial properties	Tenant/Lessee of apartments family residences
Indefinite/over 3 years	3 months gross rental	3 months gross rental	2 months gross rental
Minimum of 2 years (only commercial real estate and family houses) <ul style="list-style-type: none"> upon extension to more than 3 years or indefinitely 	3 months gross rental	2 months gross rental Increase to 3 months gross rental	1 month gross rental Increase to 1.5 months gross rental
Less than 2 years (only commercial real estate and family houses) <ul style="list-style-type: none"> upon extension to maximum of 3 years upon extension to more than 3 years or indefinitely 	3 months gross rental	1 month gross rental Increase to 2 months gross rental Increase to 3 months gross rental	1 month gross rental
Subtenancy contracts for individual residential units, irrespective of duration	1 month gross rental	1 month gross rental	

6. Cancellation of brokeraged transaction (Section 30a Consumer Protection Act)

If a client (customer) is the consumer (Section 1 Consumer Protection Act) and if his/her contractual declaration

- was lodged by the client on the day on which the object of the contract was viewed for the first time,
- if his/her declaration is aimed at the acquisition of property rights, or other rights of use, or of the property, namely
- an apartment, a family residence or a real estate property suitable for constructing a family residence, this being intended
- to meet the urgent residential requirements of the consumer or of his/her close relatives,

then the client may declare his/her withdrawal in writing until such time or within one week after that. The period shall not commence until a document containing the name and address of the contractor, the information necessary for identifying the contractor, and instructions on the right of cancellation, have been delivered to the consumer. If such instructions are inadequate or are not provided, the right of cancellation shall not lapse until one month after the contract has been completely fulfilled by both parties.

7. Data protection

s REAL may not forward the transferred data to third parties except for the purpose of fulfilling this contract. The client agrees to allow his/her data to be made available to the Sparkassengruppe in order to receive more effective information and advice.

8. Duty of notification

The client and s REAL are obliged to provide one another with necessary information and news. No guarantee is made or liability accepted for the accuracy of such details that are based on the information provided by parties have right of disposal over a property.

9. Additional agreements

Unless express provision is made in individual cases in these general terms and conditions of business, the provisions of the Brokerage Act and of the regulation by the Federal Minister for Economic Affairs shall apply over professional ethics and codes of practice for real estate brokers.

Other additional agreements must be made in writing and may only be concluded in writing with authorised representative bodies of s REAL.

B) Information on the right to cancel and cancellation policy

The client is informed that a consumer has a right to withdraw from this contract with 14 days of concluding the brokerage contract or a search/offer instruction outside the business premises of the broker or exclusively via remote selling as per Section 11 FAGG. The cooling-off period begins on the day on which the contract is concluded. In order to exercise this right of cancellation, s REAL is to be informed of the decision to cancel this agreement by means of an unambiguous declaration (e.g. a letter sent by post, fax or email). The sample cancellation form (see below) can be used for this purpose at the option of the client. It is sufficient for the purpose of granting the cooling-off period for this letter to have been sent by the client in exercise of the right to cancel prior to expiry of the cooling-off period.

In the event of cancellation, s REAL shall repay all payments that it has received from the client immediately and not more than fourteen days after the date on which the letter regarding the cancellation of this agreement is received by s REAL. This repayment shall be made using the same mode of payment as was used for the original transaction; in no case will disbursements be calculated because of this repayment.

If the broker should intervene prior to expiry of this fourteen-day cooling-off period, the client shall submit an express request and in doing so lose his right to withdraw as per Section 11 FAGG upon complete fulfilment of the contract (nomination) within this period.

A requirement to pay the fee shall exist only after the transaction (purchase agreement, rental agreement) has been arranged on the basis of the remunerated, causal activity of the broker.

In the event of a withdrawal as per Section 11 FAGG, the consumer undertakes not to make any use of the information obtained.

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The companies and registered offices of s REAL Immobilien:

“s REAL Immobilien” is a group of companies of the Erste Bank and Sparkassengruppe and consists of six companies. All companies therefore have a close economic relationship with s BAUSPARKASSE, ERSTE BANK and SPARKASSEN and their subsidiaries.

s REAL Immobilienvermittlung GmbH

A-1030 Vienna, Landstraßer Hauptstraße 60
FN 120121z, VAT ID: ATU 14494108
Jurisdiction: Vienna
DPR No. 0429155
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: ATU 37216204
Jurisdiction: Klagenfurt
DPR No. 0456381
Tel.: 05 0100 - 30610
Email: info.kaernten@sreal.at

Real Service für oberösterreichische Sparkassen Realitätenvermittlungs-Ges.m.b.H.

A-4040 Linz, Sparkassenplatz 2
FN 87179f, VAT ID: ATU 37210503
Jurisdiction: Linz
DPR No. 0578665
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: ATU 38567500
Jurisdiction: Innsbruck
DPR No. 0436241
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: ATU 37326309
Jurisdiction: Graz
DPR No. 0476412
Tel.: 05 0100 - 26400
Email: info.steiermark@sreal.at

Sparkassen Real Vorarlberg Immobilienvermittlung GmbH

A-6850 Dornbirn, Bahnhofstraße 2
FN: 365717w, VAT ID: ATU 66595927
Jurisdiction: Feldkirch
DPR No. 4006156
Tel.: 05 0100 – 26976
Email: info.vorarlberg@sreal.at

Cancellation form

If you wish to cancel your agreement with us, please fill out and return this form to us. Please note that this “special right of withdrawal” for consumers may be utilised as per Section 11 FAGG only in the first 14 days after receiving this information and only when you have not instructed us with early fulfilment.

To s REAL Immobilienvermittlung GmbH, 1030 Vienna, Landstraßer Hauptstr. 60, kundenbetreuung@sreal.at or s REAL for _____ [please enter the federal province; your cancellation will be forwarded to the respective s REAL Immobilien company. This entry is voluntary and has no impact whatsoever on the effectiveness of your cancellation]

I/We hereby cancel the agreement concluded by me/us on the rendering of the agreed service.

Concluded on: _____

Name: _____

Address _____

Date: _____

Signature (only when sent in paper form)