

GENERAL TERMS AND CONDITIONS FOR REAL ESTATE AGENCY SERVICES

I. GENERAL PROVISIONS [🔗](#)

1.1 Definitions [🔗](#)

- ❖ Agent: Real estate agency, e.g., KOKO STAY d.o.o.
- ❖ Principal: A natural or legal person who enters into an agreement with the Agent.
- ❖ Property: Land or building, as defined by property ownership law.
- ❖ Brokerage commission: The fee due to the Agent for brokerage services.
- ❖ Third party: A natural or legal person with whom the Principal concludes a property agreement.

1.2 Scope of Services [🔗](#)

The Agent undertakes to connect the Principal with third parties for the purpose of concluding a property agreement (sale, purchase, rental, exchange, etc.).

1.3 Subcontractors [🔗](#)

The Agent may assign the order to subcontractors with whom it has a cooperation agreement. The Principal remains contractually bound to the Agent.

1.4 Availability of Terms [🔗](#)

These terms are available at the agency's headquarters and on the Agent's website.

II. AGENT'S OBLIGATIONS [🔗](#)

2.1 Professional Standards [🔗](#)

The Agent undertakes to:

- ❖ Act diligently and in accordance with good business practices.
- ❖ Protect the interests of the Principal and third parties.
- ❖ Provide accurate information about the property, including its legal status and any encumbrances.
- ❖ Maintain the confidentiality of the Principal's data.

2.2 Agent's Rights [🔗](#)

The Agent reserves the right to refuse cooperation with clients deemed unserious or irresponsible.

2.3 Liability for Errors [🔗](#)

The Agent is not liable for errors in the property description unless such errors result from negligence or intentional misconduct.

III. PRINCIPAL'S OBLIGATIONS [↗](#)

3.1 Document Submission [↗](#)

The Principal agrees to provide the Agent with all documents confirming property ownership.

3.2 Information on Encumbrances [↗](#)

The Principal must inform the Agent of all legal encumbrances and defects related to the property.

3.3 Property Viewing Access [↗](#)

The Principal agrees to allow third parties to view the property.

3.4 Commission Payment [↗](#)

The Principal agrees to pay the brokerage commission upon concluding an agreement with a third party.

3.5 Exclusive Brokerage [↗](#)

In the case of exclusive brokerage, the Principal may not use the services of other agents. Violation of this clause obliges the Principal to pay the full commission.

IV. BROKERAGE AGREEMENT [↗](#)

4.1 Agreement Conclusion [↗](#)

The brokerage agreement is concluded in writing for a period of 12 months.

4.2 Termination of Agreement [↗](#)

The agreement may be terminated early provided the termination does not breach the principle of good faith.

4.3 Early Termination Costs [↗](#)

If terminated early, the Principal must reimburse the costs incurred by the Agent.

V. BROKERAGE COMMISSION [↗](#)

5.1 Commission Rate [↗](#)

The brokerage commission is individually agreed upon in the contract and is subject to 25% VAT.

5.2 Commission Entitlement [↗](#)

The Agent becomes entitled to the commission upon the conclusion of an agreement (e.g., preliminary or final) between the Principal and a third party.

5.3 Reimbursement of Costs [↗](#)

The Agent may request reimbursement of costs incurred in connection with the execution of the assignment.

VI. COMPLAINTS AND DISPUTES [↗](#)

6.1 Complaint Procedure [↗](#)

All complaints must be submitted in writing at the agency's headquarters.

6.2 Dispute Resolution [🔗](#)

In the event of a dispute, the competent court is the Municipal Court in Split.

VII. PERSONAL DATA PROTECTION [🔗](#)

7.1 Data Protection Rules [🔗](#)

The Agent is obliged to comply with personal data protection regulations in accordance with applicable laws.

7.2 Data Processing [🔗](#)

Personal data of the Principal will be processed solely for the purpose of executing the brokerage agreement.

VIII. FINAL PROVISIONS [🔗](#)

8.1 Updates to Terms [🔗](#)

The agency reserves the right to update or modify these terms at any time.

8.2 Applicable Laws [🔗](#)

In matters not governed by these terms, the provisions of the Real Estate Brokerage Act and the Civil Code apply.

8.3 Effective Date [🔗](#)

These terms take effect on December 1, 2024.

8.4 Confidentiality [🔗](#)

All information provided by the Principal is treated as confidential.

8.5 Cooperation with Other Agencies [🔗](#)

The agency is open to cooperation with other agencies, provided professional ethics are upheld.

8.6 Anti-Money Laundering [🔗](#)

The agency complies with regulations on the prevention of money laundering and terrorism financing.

8.7 Termination of Cooperation [🔗](#)

In the event of termination of cooperation, both parties agree to maintain the confidentiality of information obtained during the term of the agreement.

IX. COMPANY DETAILS [🔗](#)

Koko Stay d.o.o.

Company ID: 05788692

VAT ID: 06009220625

Head Office Address: Cesta dr. Franje Tuđmana 406, 21213 Kaštel Gomilica, Croatia

County: Split-Dalmatia

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