



## REAL ESTATE SERVICES - GENERAL TERMS AND CONDITIONS

### 1. LEGAL INFORMATION

EXPAT AGENCY

Web address: [www.spain-help.com](http://www.spain-help.com)

Address: Avenida de Miramar 25

29640 Fuengirola, Málaga – SPAIN

[info@spain-help.com](mailto:info@spain-help.com)

VAT N.: ES53370480S

### 2. PRIVACY

Expat Agency (hereinafter, the “Agency”) fully complies with the current legislation in regards to protection of personal data. In conforming to the Organic Law (Ley Orgánica 15/1999), established the 13th of December, for the Protection of Personal Data (LOPD), Francisco Javier Rodríguez Valencia as the title holder of EXPAT AGENCY, informs the user of the existence of data files of personal information created by Expat Agency and under its control and responsibility.

For more information about our privacy protection, please visit <http://www.spain-help.com/privacy/>

### 3. SERVICES

Expat Agency provides the clients with a list of profit-making services relating to the foreigner’s life in Spain, both for foreigners and Spanish citizens (hereinafter known as the “Client”) though mainly for the first ones.

This Agreement establishes the terms and conditions that apply to the hiring of any real estate services provided by Expat Agency.

#### 3. 1. Real estate services

This Agency provides real estate services for its clients. However, these services cannot be considered as the normal activity of a real estate agency. Expat Agency only works for present and future expatriates who need to find a property in Spain, assisting them before, during and after the rental process, and declares that it does not have any agreement with neither property owners nor real estate agents in advance.

The following obligations are only subject to the relocation and full real estate services. It means Expat Agency will not be subject to the following obligations for basic real estate services, such as market researches or basic rent assistance (see point 3.1.c).

#### 3. 1. A) The obligations of Expat Agency

The Agency makes the commitment to provide the Client with a list of at least 5 properties coinciding with the Client’s criteria (maximum price, location, number of bedrooms and rental period). Besides, the Agency will assist the Client within the following needs:

- Providing at least 5 properties coinciding with the Client’s criteria and without any extra commission attached



- Visiting the chosen properties by the Client
- Interpreting and translating during the visits
- Advising the Client about the lease conditions and contract

In addition to these obligations, Expat Agency is committed to assist the Client with the following household affairs for the next 25 days after the sign of the lease contract:

- Issues with electricity, water and internet suppliers
- Schooling research and communications
- Community issues
- Any household needs that must be communicated or claimed to the owner of the property

### **3. 1. B) The obligations of the Client**

For its part, Client has the primary obligation to pay this Agency's commission, equivalent to one month's rent of the rental property. Besides, the Client is committed to:

- Abstaining to rent or buy any of the properties provided in the list without the Agency's knowledge and commission.
- Communicating the cancellation of the rental process to the Agency as soon as it takes place, regardless of the reason.
- Deciding about the properties to visit within a period of 4 working days once a list of properties has been provided by the Agency.

### **3. 1. C) Basic Real Estate Services**

Expatriate Agency and the Client can agree on a lower price (for instance, half a rental month's rent as commission or the hiring of a basic service). Therefore, the hiring of basic real estate services such as market researches or basic rental assistance are not subject to the above obligations except for the Client. Thus, the Client can hire a rental assistance process paying half a month's rent as commission refusing some services such as household affairs assistance after the sign of the lease contract, as described above.

### **3. 1. D) Termination of the agreement**

Any party may request the termination of the agreement at any time.

If the Agency decides to terminate the agreement, it must inform the Client within a period of 24 hours.

If the Client decides to terminate the agreement, this must be communicated to the Agency before the list of properties is provided. If the Client decides to terminate this agreement once a list of properties has been granted by the Agency, the Client will compensate the Agency with a payment of 70€.