

Advice for consumers

within the meaning of Section 1811(2) and Section 1820(1) of Act No. 89/2012 Coll., as amended (hereinafter the "**Civil Code**" or the "**Code**") (hereinafter the "**Advice**")

from the company: **SVOBODA & WILLIAMS s.r.o.**, of registered office at Na Perštýně 362/2, Prague 1, ID no. 27588785, listed in the commercial register maintained by the Municipal Court in Prague, section C, file no. 117311, website: www.svoboda-williams.com (hereinafter the "**Broker**");

and addressed to all prospective clients of the Broker who are in the position of consumers within the meaning of Section 419 of the Code and who are interested in concluding a brokerage contract (for a real estate property) with the Broker, and/or a contract on the reservation of a real estate property and paying a reservation fee for the property with the Broker, and/or a contract on the management of a property (hereinafter "**Prospective Client**" and "**Brokerage Contract**", "**Reservation Contract**" and "**Property Management Contract**"). Brokerage Contract and Reservation Contract and Property Management Contract are hereinafter jointly referred to as the "**Contract**".

The Broker hereby and in accordance with the applicable legislation advises every Prospective Client (in connection with the Contract which the Prospective Client intends to conclude with the Broker) that:

1. the Contract is governed by the Civil Code;
2. The service offered by the Broker is the brokerage or arrangement of:
 - a. the sale of real estate or movable property;
 - b. real estate lettings;
 - c. real estate sub-lettings;
 - d. the transfer of ownership shares in companies;
 - e. the transfer of cooperative shares;
 - f. property management.

You can find a more detailed description of the services provided by the Broker in [our services](#) section.

3. The manner in which Contracts are concluded is that a draft Contract is sent to the Prospective Client at the Prospective Client's request. The draft Contract contains the key information for the future contractual relation. The draft is not binding on either the Broker or the Prospective Client and may be amended by negotiation between the two parties. The act of requesting a draft Contract imposes no obligations on the Prospective Client vis-à-vis the Broker;
4. The subject of the Contract will be offered at the price defined in the Contract (i.e. at the approved price). In the case of property management, property management will be performed in the scope and at the price defined in the Contract;
5. The price for the service (hereinafter the "**Commission**") will be agreed in the specific Contract; the minimum and maximum Commission amounts are specified on the Broker's [website](#). VAT will always be added to the Commission, with the existing VAT rate amounting to 21% of the tax base (i.e. of the agreed Commission), meaning that the

Prospective Client is obliged to pay the Broker both the agreed Commission and the VAT calculated on this Commission.

6. All the Broker's costs associated with its activities under the Brokerage Contract are covered by the agreed Commission.
7. The Prospective Client's rights in connection with any defective provision of services and the terms of such rights are governed by Section 1914 et seq. of the Code (and in particular Sections 1915 and 1916 and 1921 to 1925 of the Code).
8. Complaints may be filed in the following ways:
 - a. at any time by e-mail to the address: stepan.kafka@svoboda-williams.com;
 - b. during business hours at the Broker's registered office or place of business.

The complaint must specify the defect in the provided service, including the right the consumer is exercising. In the event of minor defects the consumer may demand a discount from the purchase price and/or the elimination of the defect (rectification). In the event of major defects, the consumer may additionally demand that the service be provided again (if possible) or may repudiate the contract. Once asserted, a claim can only be changed with the Broker's consent.

9. Any kind of defect must be reported to the Broker without delay, or within the statutory time limit at the latest, otherwise the complaint will not be accepted.
10. The Broker will issue the consumer with a written (e-mail) confirmation of receipt of the complaint, stating when the consumer filed the complaint, the scope of the complaint and how the consumer wants the complaint to be dealt with. The Broker will additionally issue a confirmation of the date and how the complaint was dealt with, including confirmation of the performance of rectification and its duration, or, where appropriate, reasons in writing for rejecting the complaint.
11. The Broker will decide on the complaint immediately or, in complicated cases, within three working days. The period of time necessary for an expert assessment of the defect, proportionate to the type of service in question, does not start to run until after such time limit. Complaints, including the elimination of defects, will be dealt with without undue delay, but no later than 30 days after the complaint is filed, unless the Broker and the consumer agree on a longer time limit. If this time limit expires without the complaint being resolved, the Broker will be deemed to be in gross breach of the Contract.
12. **Special advice on the possibility of repudiation of a Contract if the Contract was concluded off the Broker's customary business premises (see additionally Section 1828(2) of the Code):**

If a Contract was concluded off the Broker's customary business premises, you have the right to repudiate the Contract (without giving reasons) within 14 days after the day following the conclusion of the Contract. For the purposes of exercising the right to repudiate the Contract you must unilaterally inform the Broker of your decision to repudiate this Contract, e.g. by a letter sent by post or e-mail. You may use the included specimen form for repudiating a Contract, but you are not obliged to. If you make use of this option, the Broker will immediately send you confirmation of the receipt of this

Contract repudiation notification. The Contract repudiation notification must be sent before the appropriate time limit expires, otherwise the repudiation will be invalid.

At the same time, however, the Broker expressly advises you (within the meaning of Section 1837 of the Code) that you will not have the right to repudiate:

- a) a Brokerage Contract (on the terms set out above) if you requested that the provision of services begin during the time limit for repudiating the Contract and the Broker brokered (at the latest on the day preceding the sending of the repudiation notification) a person interested in the purchase/lease of the property in question on the terms laid down in the Brokerage Contract. In such an event your repudiation notification will not be accepted by the Broker, regardless of whether you were informed about the brokered person by the Broker; this does not affect your option of having the matter ruled on by a court;
- b) from a Reservation Contract (on the terms set out above), if you requested that the provision of services begin during the time limit for repudiating the Reservation Contract and the purpose of the Reservation Contract was fulfilled during this time limit and a contract was signed between the property owner and a prospective buyer/tenant.

13. If a consumer dispute concerning a purchase contract or services provision contract arises between the Broker and the consumer and this dispute cannot be resolved by mutual agreement, the consumer may file a petition for extrajudicial settlement of the dispute with the appropriate consumer disputes extrajudicial settlement body, which is

Czech Commercial Inspectorate

Central Inspectorate – ADR department

Štěpánská 15120 00 Prague 2

E-mail: adr@coi.cz

Website: adr.coi.cz

Specimen form for repudiating a contract

Contract repudiation notification

- Addressee (here the entrepreneur/company inserts the name and surname/commercial name, the address of the registered office and, where appropriate, the fax number and e-mail address):

- I/we (*) hereby notify that I/we (*) repudiate the purchase contract

- Date ordered (*)/date received (*)

- Name and surname of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if the form is sent in paper form)

- Date

(*) Delete as appropriate or add relevant information.