Ginesta Immobilien

General provisions 2026

I. Sales price correction proposal

1 If, after the object of sale has been offered on the market, it becomes apparent that the sales price and/or the minimum sales price must be corrected due to the market response, the Agent shall submit a reasoned sales price correction proposal to the Client.

II. Information, documentation and conduct obligations of the client

2 The client undertakes to provide the agent with all information and documents relevant to the sale in the current version.

3 Alternatively, the agent may, with the authorization of the client, procure these documents as far as possible at the client's expense.

4 Should changes occur to the sales-relevant information during the term of the contract, the client must inform the agent of these.

5 The client shall ensure that the property for sale (including any garden) is continuously maintained and presented in a good and tidy condition. The responsibility for the property for sale lies entirely with the client, for example with regard to management, maintenance, making it suitable for winter use, etc. The agent is not liable for any damage to the property for sale. The agent is not liable for any damage to the property for sale.

6 The client also undertakes to inform the agent of all known defects, claims or obligations and to carry out all prescribed checks. The agent is authorized to disclose this information to the prospective buyers.

III. Services of the authorized representatives

7 The representative will work towards the sale of the property and take the appropriate measures.

8 Additional services provided by the Agent shall be quoted to the Client in advance with a cost ceiling of CHF 200 per hour plus VAT and invoiced separately.

IV. Proof of customer

9 In the event of cancellation or termination of the sales order, the Agent shall provide the Client with the names and addresses of potential prospective buyers for the object of sale (in a customer protection list). All natural persons and/or legal entities thus notified to the Client shall be deemed to have been exclusively verified by the Agent and thus to be “verified prospective buyers” within the meaning of the sales order.

V. Creditworthiness of customers / purchase offers with written proof of financing / willingness to buy

10 The Agent shall not obtain any information of its own about the economic background of prospective buyers if a prospective buyer submits a financing confirmation from a Swiss bank or insurance company.

11 Before the contract is notarized, a written reservation agreement is usually concluded between the client and the prospective buyer for the property for sale and a down payment (usually in the amount of 2-3% of the sales price) is required from the prospective buyer. Down payments made prior to the notarization of the purchase contract shall be held in trust in an account of the Agent. The agent is entitled to offset down payments against claims against the client when the sales commission is due in accordance with the sales contract or to use them to pay third-party costs in connection with the marketing of the property for sale.

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12 The client is advised that a written reservation agreement for real estate transactions is merely a declaration of intent, is not formally valid and is therefore not legally binding. If the prospective buyer withdraws from the reservation agreement before the purchase contract is notarized, the Agent must refund any down payments to the prospective buyer.

VI. Due date and scope of the broker's commission

13 The broker's commission agreed in accordance with the sales contract shall be owed upon the publicly notarized sale of the object of sale, hereinafter “sale” or “case of sale”. The case of sale also includes: Exchange, gift, dissolution of a joint and several relationship and division of an estate as well as in the cases of para. VI. para. 14- 18 of the General Terms and Conditions.

14 If tangible assets (such as furnishings and the like) are sold in connection with the sale of the object of sale, the broker's commission shall be based on the total sales price, i.e. the publicly certified sales price plus the separately agreed sales price for the tangible assets in the object of sale.

15 The fee and the third-party costs shall be owed in full even if not all services have been performed or if they prove to be no longer necessary.

16 In addition, the broker's commission shall be owed in full by the client if the purchase contract is concluded by a sale within 2 years of written termination or after the expiry of the sales contract due to the activities of the agent during the term of the sales contract (based on the actual sales price achieved).

17 For the necessary causal connection between the activities of the agent and the subsequent conclusion of the purchase contract, the agent must prove that it offered the object of sale to the buyer during the term of the contract as part of its activities. This proof can be provided in particular via the “customer protection list”, which is sent to the client.

18 In the following cases, the broker's commission in accordance with the sales price shall also be owed in full (in the sense of a broker's commission on evidence) if, during the term of the contract, the client waives a sale to a prospective buyer proven by the agent to be willing to buy at least at the minimum sales price or at a sales price accepted by the client, the client postpones this sale or sells the object of sale during the term of the contract to a prospective buyer who was not proven or brokered by the agent.

19 The client agrees that the agent may collect, process and use data within the scope of the execution of this sales order and may transmit such data to third parties (such as prospective buyers, real estate portals, notary's offices, banks, authorities, etc.) insofar as this is reasonable for the fulfillment of the contract at the discretion of the agent.

20 In all other respects, please refer to the respective data protection provisions and the privacy policy on our homepage under the heading “https://www.ginesta.ch/de/impressum”.

VII. Limitation of liability

The Agent shall only be liable for damages caused by gross negligence or willful misconduct, excluding liability for loss of profit or consequential damages.