

## ANNEX A

### TERMS OF REFERENCE

#### REAL ESTATE SERVICES FOR UNHCR KHARTOUM

##### **Introduction**

The Real Estate Agent is expected to regulate the business relationship between UNHCR and any legal person or entity with the purpose of mediation in the conclusion of a real estate rental contract with a third party.

The real Estate regulate the relationship between legal person or real estate agent as the provider of advertising services and legal entity as the advertiser that concludes an online advertising contract in order to advertise real estate via the various web portals and media with which the Advertising Provider cooperates, social networks, and other advertising channels available.

##### **Agency services**

Under the Agency Agreement, the Real Estate Company is expected to undertake to provide the following services:

1. Bringing the owner or mandator into contact with the UNHCR that shall negotiate the conclusion of a rental contract with the Owner/mandator.
2. Verifying the actual condition of the real estate property.
3. Verifying the legal status of the real estate property (ownership, any material or other rights of third parties on the property).
4. Mediation in the negotiations and preparation for concluding the legal transaction. Mediation in the negotiations includes the Real Estate Company's mediation via telephone and electronic communications.
5. Informing the Mandator of the current opportunities for purchasing real estate properties that meet the Mandator's requirements.
6. Other services that the Real Estate Company and the owner or Mandator specifically agree in writing in the Agency Agreement.
7. Collection, processing and utilization of personal data of the owner
8. Conclusion of the rental agreement and witness these agreement
9. Any change in the term of the agreement is o be revised through the real estate agent

##### **Commissioning :**

1. For the provision of agency services in the purchase or rental of real estate, the Real Estate Company shall be entitled to a commission in the amount of offered and accepted percentage of the monthly rental fees of the contractual value of the real estate property , unless the Parties agree another commission in the Agency Agreement. This is a one-time payment for the cycle of the rental period.

2. The payment for the agency services does not include the value added tax; therefore, in the invoice for the agency services, the payment shall be increased by the VAT amount.
3. In the event that the Real Estate Company does not perform any activity due to it being unnecessary under the circumstances of the individual case or pursuant to the Mandator's explicit request, the owner/Mandator shall not be entitled to demand a decrease in the payment for agency services.
  - a. The payment of the commission shall cover the costs of any actions performed in the context of bringing the third person into contact with the owner or Mandator. This includes.
  - b. Accepting orders for mediation in legal transactions the subject of which is the real estate property.
  - c. Establishing the Mandator's identity by examining their identification document and public records.
  - d. Obtaining the Mandator's contact information for the purpose of bringing them in contact with a third party (personal name/company name, address/registered office, telephone, fax, e-mail, etc.).
  - e. Obtaining the Mandator's or third party's personal data or identification data for the preparation of the text of the agreement the subject of which is the real estate property (personal name/company name, address/registered office, registration number, tax number, personal account or transaction account number).
  - f. drawing up the real estate agency agreement determining the scope of the agency services, the proposed amount of payment for the agency services, the terms of payment, and other elements in connection with the law governing real estate agencies
  - g. establishing the legal status of the real estate property on the basis of data from official records and public books (in particular, the real estate register, the land cadaster, and the building cadaster or, if the real estate property is not registered in the real estate register, on the basis of documents that attest to the existence of ownership rights or other material and obligation rights as well as other legal relations).
  - h. Prompt and regular telephone, written, and online communication with the Mandator and third parties and promptly informing the Mandator of the real estate agency services performed.