

DECRETO 218 – ENGLISH TRANSLATION

(Use as a guide only)

1. General Provisions

GOVERNING COUNCIL

Decree 218/2005 dated 11th October, which ratifies the Regulation of Information provided to consumers in the purchase and rentals of homes in Andalucía.

The 13/2003 Law dated 17th December for the Defence and Protection of Consumers and users in Andalucía, states in Section 4 that the consumers' rights consist in "the protection, acknowledgement and carrying out of their legitimate economic and social interests" as well as their right to be provided with "accurate, sufficient, understandable, unmistakable, and rational information concerning transactions and the usable goods and services, in accordance to the regulation in force". The link between both rights is clear, and a proof of that can be found in the property market. The purchase or rental of a property cannot be considered solely as an everyday activity, but can also trigger meaningful consequences in the consumers' financial situation. In this context, the aim of this regulation is to reach further transparency in Andalucía's property market by providing consumers with full information, enabling them to make better decisions, and thus allowing them to benefit from the protection of their financial interests.

The consumers' right to receive accurate, sufficient and clear information corresponds to Section 17 of Law 13/2003 dated 17th December, which highlights the obligation of those individuals who are responsible for the production, commercialisation, distribution and sales of goods or their provision of services. But the legislator himself is aware of the property market's importance to consumers, which is why in the second section of the aforementioned rule he states that "the obligation of informing those who we have referred to in the previous section will be a requirement in the property trade that takes place in the Autonomous Region of Andalucía. Its objective is to make consumers clearly and objectively understand issues such as the quality and the preparation of construction material, work segments and the setting up of different types of services, whether for private or communal use, as well as the instructions for use, maintenance and preservation". This is exactly what this Regulation aims to bring forward.

Until now, users have been informed about the purchase and sale and rental of properties through the Royal Decree 515/1989 dated 21st April, which

safeguarded them by providing them with information about the aforementioned transactions. However, over the years, defects and inadequacies were detected in it, resulting in the approval of this Regulation in the Autonomous Region of Andalucía, without prejudice to the maintenance of the basic precepts established on a nationwide level.

This regulation is being passed complying with the rule that was established in Section 16.a) of the Law 13/2003 dated 17th December, which stated that the public administrations in Andalucía would have to adopt efficient measures towards "providing consumers with all kinds of information regarding the matters and aspects that involve them or directly interest them, particularly in relation to the construction of houses". This entails an effort to clarify the scope of the informative duties of those who offer, promote or advertise the sale or rental of properties, whether operating in a business or professional capacity, or even as intermediaries. This is why the length of this information is distinctive and proportionate to the circumstances of this case and includes: advertising, offers or promotions directed at consumers in general; *Documento Informativo Abreviado* (Brief Informative Document) for the sale of off-plan houses, *Documento Informativo Abreviado* for the sale of new-build houses, etc.

One of the main new points that this regulation introduces is the requirement for those who offer a property for sale or rental to possess a *Documento Informativo Abreviado* (Brief Informative Document). The content of this document will differ according to whether it is for the sale or rental of a property, and should it be the sale of one, whether it is a house in its planning phase, under construction or already built. All of this has been executed with precision, intending to solve the problems that used to arise from the interpretation of the previous regulation with the following: in the sales and purchase transactions, a free copy of these Informative Documents should be handed out to any person who requests information regarding a property. A simple enquiry about a property, without having to request the complete file, is reason enough to grant the consumer his right to be given a copy of the corresponding document. This is considered as the only way to effectively safeguard the consumers in this field.

One of the other notable modifications in this regulation is the one concerning the information to be handed out for second and subsequent transfers of the property. The importance of the resale market –

which is sometimes even higher than the new-build property market – contrasted with a lack of rules in this area regarding the consumers' right for obtaining information. This is the aspect that Section 10 of this current Regulation attempts to correct. The rule aims to regulate the informative duties of individuals and corporate bodies operating in a business or professional capacity who usually intervene in this type of purchase and sale transactions. All of this intends to guarantee a minimum quality standard in the provision of these services, and give consumers access to essential information that ought to be provided by those who work in this business field, since it is an important part of their services.

Finally, the current Regulation, as a cautious measure, has set up penalties to deal with any possible breaches that may take place.

During the processing of this Decree, the implicated sectors have been granted the mandatory hearing formality, issued by the Council of Consumers and Users of Andalucía.

Therefore, after the Governing Council's meeting on 11th October 2005,

I HEREBY DECREE

Sole Section. Approval of the Regulation.

Approval is given to the Regulation of the information handed out to the consumer in the purchasing and selling and renting of houses in Andalucía, shown as an Annex in this Decree, for the implementation and execution of what has been stated in Sections 16.a) and 17.2 of the Law 13/2003 dated 17th December, for the Defence and Protection of the Consumers and Users in Andalucía.

Additional Provision. Offer, promotion or advertising for the incorporation to housing cooperatives.

When an offer, promotion or advertising is made for the purpose of incorporating members or associates to housing cooperatives, not only should the remaining obligations established in the Regulation be fulfilled, but an explicit statement should be made clearly mentioning that it is not a sales offer, but a process of incorporation to a business housing construction-activity with financial results that will be allocated to its members.

Transitional Provision. Temporary system for advertising promotions and for leaflets or informative documents.

1. Hoardings or similar advertising units that were installed prior to the enactment of this Decree, with the intention of advertising the sale or rental of a property will not have to adapt to its modifications.

2. For the promotion of properties for sale at the time of the enactment of this Decree, the leaflets or similar documents that have already been edited (referring to Section 8 of the Royal Decree 515/1989 dated 21st April for the Protection of consumers regarding the information provided in the purchasing and selling and renting of homes), may be kept.

First Final Provision. Implementation and progress.

1. The Governing Councillor has the authority to enact as many provisions required for the implementation and progress of what has been established in the Regulation that is being passed through this Decree.

2. The Governing Councillor has the authority to modify or replace the models included in the Regulation Annexes, by means of an Order, as long as they are in accordance with the content that the current Regulation establishes for the corresponding *Documentos Informativos Abreviados* (Brief Informative Documents).

Second Final Provision. Enactment.

This Decree will come into effect three months from its publication in the *Boletín Oficial de la Junta de Andalucía*. (*Official Bulletin of the Andalusian Governing Body*)

Sevilla, 11th October 2005

MANUEL CHAVES GONZÁLEZ

(President of the Andalusian Governing Body)

EVANGELINA NARANJO MÁRQUEZ

(Governing Councillor)

ANNEX I

REGULATION FOR THE INFORMATION PROVIDED TO CONSUMERS IN THE PURCHASING AND SELLING AND RENTING OF PROPERTIES IN ANDALUCÍA

Section 1. Objective.

The objective of this current Regulation is to coordinate the information that ought to be provided to consumers in the purchasing and selling and renting fields in the region of Andalucía.

Section 2. Definitions.

The following are definitions to be used in this provision.

a) Consumers: Individuals or corporate bodies that are considered as such in compliance with what has been stated in Section 3 of the Law 13/2003

dated 17th December for the Defence and Protection of the Consumers and Users of Andalucía.

b) Property in the planning phase: This refers to the property which possesses the preliminary plans, basic plans or final plans authorised by a corresponding professional association or, by the Administration.

c) Property under construction: This refers to the property that is already in its construction phase and which possesses its corresponding permit.

d) Completed property. This refers to the property that has already been handed to the developer by the constructor, in accordance to the *Ordenación de la Edificación* Law 38/1999 dated 5th November.

e) Usable area: This is the property's floor area, closed by the perimeter, made up by the interior surface of its partitions with the exterior surface or with other houses or establishments of any type. Additionally, this will include half of the house's private exterior floor area, such as terraces, windowed balconies, drying areas or other areas covering a maximum of 10% of the closed usable area. The calculation of the usable area does not include the surface made up by the interior partitions of the house, whether fixed or movable, by the vertical structural elements and by horizontal wirings and cable ducts exceeding one hundred square metres, as well as the floor area in which the clear height is less than one hundred and fifty centimetres. In the case of identical housing units that are vertically arranged inside the same building, the calculation of the floor surface occupied by vertical structural elements and by wirings and cable ducts exceeding one hundred square metres, will be done by taking the average of the values belonging to the houses situated on the floors that are above and below the column as long as the difference between those values does not exceed 100%.

f) Total built area: This consists of the aforementioned usable area, not excluding the closed elements that have been referred to, and also including the outside surfaces at 100% for the façade wall and at 50% for walls separating two housing units, as well as walls that are adjoined to other elements in the same building. The house's proportion, in accordance to the total area of the building, should also be added.

g) Price of sale of the property: This is the price that has to be paid for the house. This does not include the additional services' or annexes' price, unless the property can not be purchased without them.

h) Taxes and other expenses. All general taxes and expenses which arise as a consequence of the buying and selling transaction and which ought to be paid by the consumer. The notary and registry

expenses will be included here, as will the price of the intermediary services, which is the money that belongs to those who are involved in the buying and selling transaction as intermediaries between the consumer and the seller.

Section 3. Field of application.

1. This Regulation shall be applied:

a) For the offering, promoting and advertising of the sale or rental of houses to a consumer, in a business or professional capacity, even if it is done by an intermediary.

b) For the offering, promoting and advertising of houses that are safeguarded by a specific rule against the unforeseen.

2. Sales that are carried out by means of a public, judicial or administrative tender are exempt from the field of application of this Regulation.

Section 4. General rules.

1. The offering, promoting and advertising that is carried out for the sale or rental of properties will have to provide accurate, sufficient, up-to-date and understandable information about the characteristics of both the sale and rental and the property. This will be particularly done in a way that will not lead consumers to error, affecting their financial situation, and that will not hide important information related to the aforementioned offering, promoting and advertising.

2. In accordance to what has been stated in Section 3.2 of the Royal Decree 515/1989 dated 21st April (which offers Protection to the consumers regarding the information to be provided in the purchase and sale and rental of houses), the details, characteristics and conditions that are related to the construction, location, services and facilities, purchase, use and payment that are included in the property's offering, promoting and advertising, will be required even when they are not specifically mentioned in the contract.

Section 5. Information about the offering, promoting and advertising for the sale or rental of properties to the general public.

The offering, promoting and advertising for the sale or rental of properties made to the general public will have to include the following information, stating, where applies, the period during which they are valid.

a) If the house is in its planning phase, under construction or already built.

b) Location of the property.

c) Identification information of the property's developer.

d) Number of units (houses/apartments).

e) If the number of bedrooms is mentioned, as well as the remaining areas of the house and the adjoining annexes, or a general description of the house is provided in any other way, then the usable area should also be stated.

f) If the price of the house is mentioned, in accordance to what has been stated in Section 2 of this Decree, the taxes and other expenses that the consumer will have to pay should also be included.

g) If the rent is mentioned, this should include the property owners' community fees, should they have to be paid by the consumer.

h) When payments are to be done prior to the start of the construction or during the construction, a statement should be provided referring to the advanced amounts that are to be made complying with the law, the name of the guarantor, the corresponding insurance policy number, the existence of a special and exclusive bank account and its number. It should be stated whether the money to be paid will be as a reservation deposit, as part of the price, or both.

i) The consumers' right to be handed a copy of the *Documento Informativo Abreviado* (Brief Informative Document), as well as the places where it should be handed and any additional information (as stated in the following Sections).

Section 6. *Documento Informativo Abreviado* for the sale of off-plan or under construction houses.

1. Whoever offers the sale of houses that are off-plan or under construction, even as an intermediary, will have to hand out a free copy of the *Documento Informativo Abreviado* (in accordance to the model attached in Annex II) to any consumer who requests information about the aforementioned houses. This *Documento Informativo Abreviado* will include the following points:

a) The name or corporate name, address and, where applicable, registration in the Companies Register (*Registro Mercantil*), belonging to the developer and any individual or corporate body who acts as a professional sales intermediary.

b) The project designer's identification details as well as those of the technical project manager and the construction company, should they already be known.

c) General scaled plan of the house and plan of the floor including its annexes on a minimum scale of 1:100.

d) The house's and the annexes' usable area.

e) Description of the property and its annexes, as well as its power-supply, water, drainage, gas,

thermal, electromechanical and telecommunications networks, and also the fire protection equipment and systems included.

f) General description of the building or complex where the property is set, of its public areas and of its additional services.

g) A reference (building specifications report) which allows the consumer to fully and objectively understand the quality and the methods used in construction material, work units and all kinds of facilities and services, whether they are private or communal.

h) The selling price of the property as established in Section 2 of this Decree, as well as the price of its annexes and additional services, stating the taxes and other expenses included, as well as the methods of payment, and the period during which they are valid.

i) A statement expressing that an explanatory note about the methods of payment is available to the consumer.

j) In the case of payments to bank accounts, a statement should be made expressing that advanced payments should be done complying with the law, and also the name and address of the guarantor and the Customer Account Number corresponding to the special bank account where the deposits are to be made.

k) A statement expressing the developer's legal title over the building lot, allowing him to carry out the necessary construction work, and the building lot's encumbrances and easements.

l) A statement mentioning the availability of a building and construction permit that allows the immediate start of the construction work, or one that expresses that the developer complies with the town-planning conditions in order to obtain the aforementioned permit.

m) If the property is sold under construction, a reference should be made about the development phase of the construction work.

n) Date of delivery of the property, its annexes, public areas or additional elements. The date should be valid, and both the quarter and the year should be at least mentioned.

o) The encumbrances and easements on the property, as well as its facilities and entry access.

p) A statement mentioning the method in which the contract is to be written as well as its general and special conditions. This should mention, in accordance with the applicable civil legislation:

- That the consumer will not be in charge of the expenses that correspond to the seller.

- The consumer's right to choose the notary.

- The possibility, should it arise, for the contracting parties to ask each other to register the title deed contract in a public notary, once the

consent and necessary requirements have been obtained for its validity.

- The consumer's right to request a copy of the contract model to be used.

q) A statement mentioning that fully-detailed documentation is available for the consumer, where all the points mentioned in this Section can be found, as well as the place where this documentation should be provided.

r) Place, date and signature.

2. This system is also applicable to houses that are being enlarged, modified, renewed or restored, thereby undergoing alterations in their overall architectural configuration or essential aspects and features.

Section 7. *Documento Informativo Abreviado* for the sale of houses in their first transfer phase.

1. Those who offer the sale of a house in its first transfer phase, even as intermediaries, will have to hand out a free copy of the *Documento Informativo Abreviado* (following the model that is attached in Annex III), to any consumer who requests information about the aforementioned houses. The *Documento Informativo Abreviado* will include the following points:

a) The points mentioned in the previous Section, except the ones included in letters j), k) and l).

b) The date that the site has to be handed in by the developer.

c) A statement mentioning if all the administrative permits or the equivalent administrative procedures necessary for using or occupying a house, its annexes, public areas and additional services are available. Should they not be available, a commitment should be made so that they are obtained as soon as possible.

d) The house registry information, as well as its up-to-date encumbrances. It should be clearly stated if the house is not registered, and should that be the case, the building lot's registry information should be provided.

e) In the case of houses under the Horizontal Property Act, a statement mentioning that the following are available to the consumer: the Property Owners' Community's Statutes and rules; information about the contracts of services and supplies; bank statement and the assessment quota that belongs to the house on offer, as well as its corresponding participation in the community's general expenses.

f) A statement mentioning that the *Libro del Edificio* (a manual of the building) is available to consumers, as per Section 7 of the Law 38/1999

dated 5th November concerning the *Ordenación de la Edificación* Building Regulation Act.

g) A statement mentioning the surety insurance policies that are referred to in Section 19 of the *Ordenación de la Edificación* (Building Regulation) Law 38/1999 dated 5th November, in which the insurance policy's name, address and number are stated.

2. What has just been mentioned in the previous section will also be applicable to those cases in which the first transfer phase is made after the house has undergone architectural alterations as a result of enlargement, modification or restoration.

Section 8. Explanatory note about the price and methods of payment in the sale of a property.

1. Whoever offers a house for sale, even as an intermediary will have to provide consumers with an explanatory note about the price and methods of payment in which the following points will be made clear:

a) Price of the house as established in Section 2 of this Decree, as well as the price of its annexes and additional services, clearly indicating taxes and other expenses, as well as the method of payment.

b) The applicable interest rate and the annual rate, should the amount be paid by instalments, as well as the amounts due as principal and interest, their maturity dates, the deadline, the acceptable methods of payment and the guarantees that the consumer will have provide for the deferred payment.

c) Should the consumer be part of a loan that has not been arranged by him, having a tangible security over the property, then the following points should be mentioned: the authorizing notary for the corresponding title deed as well as its date, registry information, the mortgage liability that applies to the house and the conditions of the loan. Attention should be given to whether the interest rate is fixed or adjustable, and in the latter, its reference rate and margin; the number of annual instalments; the maturity dates and amounts; the repayment period; and the commissions made by subrogation and prepayment.

d) The period during which any of the aforementioned cases are valid.

e) Place, date and signature.

2. This explanatory note should clearly specify that any amount that the buyer of a house hands in before the contract comes into effect, will be deducted from the total price, unless it is explicitly

stated that the amount is handed in for other purposes.

3. Should the consumer wish so, a free copy of this document shall be given to him, notwithstanding his right to receive, should it be the case, an *oferta vinculante* (a bank document certifying the exact mortgage conditions) in accordance to what has been stated in the *Crédito al Consumo* Law 7/1995 dated 23rd March.

4. A written document should be produced as a proof stating that the consumer has received the aforementioned documentation in accordance to the model established by Annex IV.

Section 9. Information and documentation prior to the signing of the buying and selling contract in the first transfer phase.

1. At least three days prior to the signing of the buying and selling contract, all buyers in the field of application of this Regulation will have to receive the following documents from the seller:

a) The documentation that has been mentioned in the previous Sections, should they have not already received it.

b) A copy of all the administrative permits or equivalent administrative procedures necessary for using or occupying a house.

c) A copy of the Statutes in the case of houses under the Horizontal Property Act, and should they already be approved, the Property Owners' Community operating rules, including the property's assessment quota and a certificate issued by the Secretary of the Community about the state of the seller's Community debts.

d) The property's insurance and warranties and the goods that can be found in it. Should the goods and facilities belong to the building, the warranties will be given to the property owners' community to be set up.

e) A copy of the *Libro de Edificio* (a manual of the building) will have to be given to the property owners' community to be set up.

f) A statement mentioning that the building or complex and the house are provided with utility connections.

g) Emergency evacuation instructions.

h) Certification proving that the property seller is up to date with the payment of the *Impuesto sobre Bienes Inmuebles* (property yearly tax).

2. It is recommended that all this documentation be kept for subsequent property transfers, notwithstanding the duties established in Section 16 of the *Ordenación de la Edificación* Law 38/1999 dated 5th November, and the rules to which they apply.

3. Should the developer start the procedure of placing his company in dissolution or liquidation, this should be made known once it has been done, or prior to the signing of the buying and selling contract.

4. Should part of the aforementioned documentation be missing during the phase in which the house is being constructed, it is the seller's duty to hand it to the consumer as soon as possible.

Section 10. Information and documentation for second or subsequent transfers of the property.

1. Individuals or corporate bodies operating in a business or legal capacity that take part in second or subsequent property transfers, will present a form, adapting to the model included in Annex V, to the consumers who have visited a property on their behalf. This form should specify:

a) The address of the house.

b) A general description of the house, building and property development in which it is set.

c) Price of the house in accordance to what has been established in Section 2 of this Decree, as well as the price of its annexes and additional services, also stating the taxes and other expenses, as well as the method of payment and the period during which it is valid.

d) The owner, encumbrances, any possible easements and the built or usable area, proven by means of a land registry not older than three months.

e) The year of construction, should it be mentioned in the seller's title deed.

f) The property owners' community fees.

g) A statement mentioning if it possesses utility connections.

h) A statement expressing if the seller possesses and is going to hand out the documents mentioned in the previous Section, except the ones in letters b) and g) from paragraph 1 and the ones stated in paragraph 2.

i) Should a specific binding term for a possible buying and selling transaction between the consumer and the intermediary arise from the visit, this should be highlighted and made explicit.

j) Certification proving that the property seller is up to date with the payment of the *Impuesto sobre Bienes Inmuebles* (property yearly tax).

k) Place, date and signature.

2. Likewise, the individuals and corporate bodies that the previous paragraph refers to will inform the seller of the right to present all the documents mentioned in the previous paragraph, should he have them, to the consumer.

Section 11. *Documento Informativo Abreviado* for the rental of houses.

1. Whoever offers the rental of a property, even as an intermediary, will have at the consumers' disposal a *Documento Informativo Abreviado* in accordance to the model that is included in Annex VI, and which will include the following points:

a) The name or corporate name, address, and where applies, the registration at the Companies Register (Registro Mercantil) belonging to those individuals or corporate bodies that take the part of a professional intermediary in a rental.

b) The house's and its annexes' usable area.

c) General description of the house and its annexes, of its power-supply, water, drainage, gas, thermal and telecommunications networks, and also of its fire protection equipment and systems.

d) An inventory of the house's furniture and possessions.

e) A general description of the building or complex where the house is set, as well as its public areas and additional services.

f) A statement mentioning whether the building or complex and the house possess utility connections.

g) A monthly rent of the house, clearly specifying whether its annexes and additional services are included. Should they not be included, their rent, period during which they are valid (if applies), frequency of liquidation, price-review formula (if applies) and method of payment.

h) Monthly cost of the general expenses for the appropriate maintenance of the property and the services, taxes, encumbrances and responsibilities on the tenant's behalf. If these expenses have already been included in the rent, this should be clearly stated. A list of the building's components, the tenant being in charge of their maintenance, will also be provided.

i) A statement mentioning that, in accordance to the present legislation, a deposit should be made that is equal to one month's rent, as well as any other additional guarantees that the landlord wishes to include in the contract.

j) The total cost of the intermediary services (if applies).

k) A statement mentioning that all administrative permits or equivalent administrative procedures that are necessary for the use or occupation of a house, its annexes, public areas and additional services, are available.

l) An indication of the existence of encumbrances and liens.

m) In the case of properties under the Horizontal Property Act, a statement mentioning that the Property Owners' Community's Statutes and operating rules are available to the consumer.

n) A statement mentioning the way in which the contract and its general and special conditions are going to be written. Attention should be particularly given to the expiry terms of the contract, as well as the consumer's right to request a copy of the model of the contract that is going to be used.

o) An indication of the administrator's identity and address, if applicable.

p) Instructions about the use and preservation of the facilities that may require special handling.

q) Place, date and signature.

2. If the consumer requests so, a free copy of this Document will be handed to him. In any case, it should be handed out prior to or at the time of the signing of the contract.

Section 12. Informative Notice.

1. All those establishments that operate in a business or professional capacity in the sale or rental of properties, must display a notice stating the following: "*El Consumidor tiene derecho a que se le entregue una copia del correspondiente Documento Informativo Abreviado de la vivienda*" (The consumer has a right to be handed a copy of the property's corresponding Brief Informative Document).

2. This notice should be placed next to the one which the Decree 171/1989 dated 11th July refers to (regulating the consumers' and users' complaints book), being the same size, perfectly visible and written at least in Spanish.

Section 13. Provisions applicable to contract documents.

The buying and selling or renting contract documents will have to adjust to what has been stated in Section 10 of the Royal Decree 515/1989 dated 21st April, which safeguards consumers regarding the information that has to be provided to them in the buying and selling and renting of properties.

Section 14. Administrative authorities for the control and surveillance of this Regulation.

1. Without prejudice to the authorities that belong to this field, corresponding to the governing bodies of the *Junta de Andalucía's* Administration, the consumer defence bodies of the Community of Andalucía will ensure that the Regulation is complied with, paying special attention to the existence and correction of the documents and informative notes. Likewise, they will secure that the regulations for the information to the consumer that are included in the social housing legislation are strictly adhered to.

2. For purposes of checking that the obliged individuals are complying with their duties of

handing out the informative documents and notes that are referred to under this provision, the *Servicios de Inspección de Consumo* (consumer inspection services) workers will be able to carry out the necessary inspections without any prior identification, under the conditions established by Section 47 of the Law 13/2003 dated 17th December.

Section 15. Penalty Regulations

1. The breach of these Regulations will be characterised, classified and punished in accordance to what has been stated in *Capítulo IV del Título II* of the Law 13/2003 dated 17th December.

2. The bodies and units established in Decree 103/2004 dated 16th March, qualified for setting penalties in consumer issues, have the authority to initiate, carry out and finalise the penalising proceedings for non-compliance with this Regulation.

ANNEX II

DOCUMENTO INFORMATIVO ABREVIADO FOR THE SALE OF OFF-PLAN OR UNDER CONSTRUCTION HOUSES

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1. Developer

- Name or Corporate Name.
- Address.
- Registration details in the *Registro Mercantil* (Companies Register).

2. Real Estate Agency or Intermediary.

- Name or Corporate Name.
- Address.
- Registration details in the *Registro Mercantil* (Companies Register).

3. Project Designer.

- Name or Corporate Name.
- Address.

4. Project Manager.

- Name or Corporate Name.
- Address.

5. Building company.

- Name or Corporate Name.
- Address.

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6. General plan of the site of the house on a minimum scale of 1:100.

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7. Floor plan including the house's annexes on a minimum scale of 1:100.

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8. Usable area of the house.

9. Usable area of the annexes.

- Garage.
- Storage room.
- Others (please specify).

10. Description of the house and its annexes. (Use as much space as required)

11. Description of all the networks (electricity, water, gas, telecommunications, etc.) and the fire protection equipment. (Use as much space as required)

12. General description of the building or complex, public areas and additional services. (Use all the space needed)

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13. Building specifications report (*Memoria de calidades*). (Use as much space as required)

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14. Financial information.

- Total price.
- Price of the annexes, should they be available for separate purchase:
- Parking space.
- Storage room.
- Others (please specify).
- All taxes and duties applicable to the sale transaction that are the purchaser's responsibilities by Law.
- Method of payment.
- Period during which the price is valid.
- The amounts that are paid on account will be guaranteed in accordance to the Law:
- Name of the guarantor.
- Address of the guarantor.
- A special Account Number for advanced payments. The consumer can request an explanatory document about the price and methods of payment.

15. The developer's legal title over the building lot.

- Property
- Other (please specify).
- Any encumbrances or easements.

16. A building permit is available for the immediate start of the construction work.

Yes No (In this case, a statement of the fulfilment of all the town planning conditions should be included in order to obtain the permit).

17. The state of the construction phase at the time of the purchase (if applicable).
Date of delivery of the property: (Quarter and year).

18. Encumbrances and easements of the property, its premises and accesses.

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19. Conditions of the contract. The way in which the contract and its general and special conditions are going to be written should be specified, complying with the applicable legislation.

- That the consumer will not be in charge of the expenses that correspond to the seller.
- The consumer's right to choose the notary.
- The possibility for the contracting parties to ask each other to register the title deed contract in a public notary, once the consent and necessary requirements have been obtained for its validity.
- The consumer's right to request a copy of the contract model to be used.

20. The documents supporting this Informative Document are at the consumer's disposal and can be found at (specify the company name and address).

In.....,
dated.....
Signed:.....

Page 8 of 8 (optional).

21. Additional Information

In.....,
dated.....
Signed:.....

ANNEX III DOCUMENTO INFORMATIVO ABREVIADO FOR THE SALE OF NEWLY BUILT HOUSES

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1. Developer
- Name or Corporate Name.
- Address.
- Registration details in the Registro Mercantil (Companies Register).

2. Real Estate Agency or Intermediary.
- Name or Corporate Name.

- Address.
- Registration details in the Registro Mercantil (Companies Register).

3. Project designer.
- Name or Corporate Name
- Address

4. Project manager.
- Name or Corporate Name.
- Address.

5. Building company.
- Name or Corporate Name.
- Address.

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6. General plan of the site of the house on a minimum scale of 1:100.

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7. Floor plan including the house's annexes on a minimum scale of 1:100.

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8. Usable area of the house.

9. Usable area of the annexes.
- Garage.
- Storage room.
- Others (please specify).

10. Description of the house and its annexes. (Use as much space as required)

11. Description of all the networks (electricity, water, gas, telecommunications, etc.) and the fire protection equipment. (Use as much space as required)

12. General description of the building or complex, public areas and additional services. (Use as much space as required)

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13. Building specifications report (*Memoria de calidades*). (Use as much space as required)

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14. Financial information.
- Total price.
- Price of the annexes, should they be available for separate purchase:

- Parking space.
 - Storage room.
 - Others (please specify).
 - All taxes and duties applicable to the sale transaction that are the purchaser's responsibilities by Law.
 - Method of payment.
 - Period during which the price is valid.
- The consumer can request an explanatory document about the price and methods of payment.

15. Date of delivery of the property (month and year).

16. Encumbrances and easements of the property, its premises and accesses.

17. The date that the site has to be handed in by the developer.

18. All the administrative permits or the equivalent administrative procedures necessary for using or occupying a house, its annexes, public areas and additional services are available.

Yes No

If "No" has been marked, please specify which ones are not available, making a commitment to obtain them as soon as possible.

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19. The property's registry.

- House registry information
- Up-to-date encumbrances of the house.

Should the house not be registered in the *Registro de la Propiedad*, the following information should be provided:

- The building lot's registry information.
- Up-to-date encumbrances of the building lot.

20. In the case of houses under the Horizontal Property Act. Consumers are notified that they have the Property Owners' Community's Statutes and rules at their disposal, as well as the contracts of services and supplies; bank statement and the assessment quota that belongs to the house on offer, as well as its corresponding participation in the community's general expenses.

21. *Libro del Edificio* (building manual): A statement mentioning that it is at the consumer's disposal.

22. Consumers are notified that the surety insurance policies that are referred to in Section 19 of the *Ordenación de la Edificación* (Building Regulation) Law 38/1999 dated 5th November, have been provided by

..... (Specify the insurance policy's name, address and number).

23. Conditions of the contract.

The way in which the contract and its general and special conditions are going to be written should be specified, complying with the applicable legislation.

- That the consumer will not be in charge of the expenses that correspond to the seller.
- The consumer's right to choose the notary.
- The possibility for the contracting parties to ask each other to register the title deed contract in a public notary, once the consent and necessary requirements have been obtained for its validity.
- The consumer's right to request a copy of the contract model to be used.

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24. The documents supporting this Informative Document are at the consumer's disposal and can be found at (specify the company name and address).

In.....,

dated.....

Signed:.....

Page 9 of 9 (optional).

25. Additional Information

In.....,

dated.....

**ANNEX IV
DELIVERY REPORT OF THE NOTA
EXPLICATIVA (EXPLANATORY
DOCUMENT) STATING THE PRICE AND
METHODS OF PAYMENT.**

Mr./Ms....., with DNI/NIE (ID number), declares that he/she has received a *nota explicativa* stating the price and methods of payment corresponding to the following property:

The documentation provided includes the following:

- a) Price of the property, its annexes and additional services, as well as the method of payment.
- b) All taxes and duties applicable to the sale transaction that are the purchaser's responsibilities by Law.
- c) The applicable interest rate and the annual rate, should the amount be paid by instalments, as

well as the amounts due as principal and interest, their maturity dates, the deadline, the acceptable methods of payment and the guarantees that the consumer will have provide for the deferred payment.

d) Should the consumer be part of a loan that has not been arranged by him, having a tangible security over the property, then the following points should be mentioned: the authorizing notary for the corresponding title deed as well as its date, registry information, the mortgage liability that applies to the house and the conditions of the loan. Attention should be given to whether the interest rate is fixed or adjustable, and in this last case, its reference rate and margin; the number of annual instalments; the maturity dates and the amounts; the repayment period; and the commissions made by subrogation and prepayment.

e) The period during which any of the aforementioned cases are valid.

This explanatory note should clearly specify that any amount that the buyer of a house hands in before the contract comes into effect, will be deducted from the total price, unless it is explicitly stated that the amount is handed in for other purposes.

In.....,
dated.....
Signed:.....

**ANNEX V
FICHA INFORMATIVA (INFORMATIVE
NOTE) FOR SECOND-HAND HOUSES**

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1. Address of the house
2. General description of the house. (Use as much space as required)
3. General description of the building or development. (Use as much space as required)
4. Financial information
 - Price
 - Price of the annexes, should they be available for separate purchase.
 - Parking Space.
 - Storage Room.
 - Others (please specify).
 - All taxes and duties.
 - Method of payment.
 - Period during which the price is valid.

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5. The property's registry.
 - The owner's identification information.
 - Up-to-date encumbrances of the house.
 - Easements, if apply.
 - Total usable or built area.
 This information should be proven by means of a land registry not older than three months.

6. The house's year of construction. (If this piece of information is mentioned in the seller's title deed).

7. The property owner's community fees.

8. The building or complex and the house come equipped with utility connections (Electric, drinkable water, telephone and gas).

Yes No
If "No" has been marked, please specify which utilities are not available.

9. The seller possesses and is going to hand out the documents that have been mentioned in Section 9 of this Regulation, except the ones which letters b) and g) from paragraph 1 and the ones stated in paragraph 2 refer to.

Yes No
If "No" has been marked, please state which documents the seller does not possess.

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10. A binding term has been stipulated for the buying and selling transaction.

Yes No
If "Yes" has been marked, please state the term.

11. Certification proving that the property seller is up to date with the payment of the *Impuesto sobre Bienes Inmuebles* (Yearly Property Tax).
12. Other additional information.

In.....,
dated.....
Signed:.....

**ANNEX VI
DOCUMENTO INFORMATIVO ABREVIADO
FOR THE RENTAL OF PROPERTIES**

Page 1 of 5

1. Landlord
 - Name or Corporate Name.
 - Address.

- Registration details in the Registro Mercantil (Companies Register).

2. Real Estate Agency or Intermediary.

- Name or Corporate Name.
- Address.
- Registration details in the Registro Mercantil (Companies Register).

3. The house's usable area.

4. The annexes' usable area.

- Garage.
- Storage room.
- Others (please specify).

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5. Description of the house and its annexes. (Use as much space as required).

6. Description of all the networks (electricity, water, gas, telecommunications, etc.) and fire protection equipment. (Use as much space as required).

7. An inventory of the house's furniture and possessions. (Use as much space as required).

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8. General description of the building or complex, public areas and additional services. (Use as much space as required).

9. The building or complex and the house possess connection of the main network supplies.

Yes No

10. Rent.

- Monthly rent of the house.
- It should be clearly specified whether the rent also includes the annexes and additional services.

If they are not included:

- Parking space's rent.
- Storage room's rent.
- Other rents (please specify).
- Period for which they are valid.
- Frequency of liquidation.
- Price-review formula (if applies).
- Method of payment.

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11. General expenses.

- Monthly cost of general expenses.
- Taxes, encumbrances and responsibilities on the tenant's behalf.

If these expenses have already been included in the rent, it should be clearly stated.

12. The building's components that are to be under the tenant's maintenance.

13. Guarantees.

- An amount that is equal to a month's rent.
- Additional guarantees (please specify).

14. Total cost of the intermediary services (if applies).

15. All administrative permits or equivalent administrative procedures that are necessary for the use or occupation of a house, its annexes, public areas and additional services, are available.

Yes No

If "No" has been marked, please specify which ones are not available.

16. Encumbrances and liens on the house.

17. In the case of a house under the Horizontal Property Law.

- The Property Owners' Community's Statutes and operating rules are available to the consumer, should they be requested.

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18. Conditions of the contract.

The way in which the contract and its general and special conditions are going to be written should be stated. Attention should be particularly given to the expiry terms of the contract, as well as the consumer's right to request a copy of the model of the contract that is going to be used.

19. Administrator.

- Name or Corporate Name.
- Address.

20. Instructions about the use and preservation of the facilities that may require special handling.

21. Additional information.

In.....,
dated.....
Signed:.....