

The “Code of Practice” for Intermediary Services in Real Estate Operations

The Macao Consumer Council has established the “Code of Practice” for Intermediary Services in Real Estate Operations. Those real estate agencies that are entitled to the “Certified Shop” emblem should comply with the code.

1. The estate agents should comply with the laws of the Macao SAR Government, especially Law no. 16/2012 (amended by Law no. 7/2014) “Actividade de mediação imobiliária” (law applied to the intermediary services in real estate operations) and Administrative Regulation no. 4/2013 (amended by Administrative Regulation no.17/2014) “Regulamentação da Lei da actividade de mediação imobiliária” (enforcement rules of the law applied to the intermediary services in real estate operations).
2. To ensure the interests of both parties involved, the estate agent should sign an estate agent agreement with his or her client*, and the estate agent should explain clearly to the client the terms and conditions of the agreement. As Chinese and Portuguese are both the official languages of Macao, the agreement should be written in either language. It is suggested to prepare an English translation of the agreement in case the clients are not familiar with the official languages.
3. The agreement lists out the valid contract period, duties of the estate agent, the amount of commission and deposit to be paid by the client, the time and manner of payment, as well as the items stated explicitly in the law “Actividade de mediação imobiliária”.
4. The estate agent should request the owner to provide information in proof of the ownership of the property, including the promissory contract* of sale and purchase, written report or certificate of registration of property issued by the Property Registration Department, and (if any) information on alterations made to the property, and/or the maintenance fee involved.
*The estate agents should comply with the requirements of Law no. 8/2005 “Lei da Protecção de Dados Pessoais” (the Personal Data Protection Act) when collecting, storing, processing and transmitting of the personal data of the clients.
5. Copies of all the documents signed should be provided to the client.
6. The estate agent should request the client to provide clear and proper instructions regarding property transaction, especially when making an offer or counter-offer.

7. Upon receiving any deposit or money on the client's behalf, the estate agent should inform the client and a receipt for the money received, together with the signature and license number of the estate agent, should be issued to both the purchaser and the seller (should the agent sign the contract on his/her client's behalf, a valid power of attorney granted for that purpose should be presented to the other party).
8. Before the completion of any sale and purchase or lease of the property, the owner or landlord should present the original copy of the written report or certificate of registration of property.
9. On completion of the sale and purchase of the property, both the purchaser and the seller become liable for payment of their part of the commission to the real estate agent.
 - 1) Unless otherwise specified in the estate agent agreement, when placing a deposit to secure a property, both the purchaser and the seller are liable to pay a part of the commission to the estate agent. The remaining amount should be paid upon the signing of the sale and purchase agreement at the notary public office or a solicitor's office, or upon changing the name(s) of the property ownership with the developer.
 - 2) Unless otherwise specified in the estate agent agreement, the commission paid by both the purchaser and the seller to the estate agent is non-refundable; unless the agent infringes the law "Actividade de mediação imobiliária" and the terms stated in this Code, then the commission paid can be returned to the two parties.
 - 3) Unless otherwise specified in the estate agent agreement, after the deposit is paid under the agreement, if the purchaser relinquishes the deposit or the seller refunds the deposit, the commission already paid by the defaulting party will not be returned, and that he/she is also liable for payment of all the commission to the estate agent.
10. On completion of the lease of property, both the landlord and the tenant are liable for payment of their part of the commission to the estate agent.
 - 1) Unless otherwise specified in the estate agent agreement, when placing a deposit to secure a lease, both the landlord and the tenant are liable for payment of some of the commission to the estate agent, the remaining amount should be paid upon signing of the lease. The commission paid will not be returned unless the appointed estate agent infringes the law "Actividade de mediação imobiliária" and the terms stated in this Code.
 - 2) Unless otherwise specified in the estate agent agreement, after the deposit is paid under the agreement, if the tenant relinquishes the deposit or the landlord refunds the deposit, the commission paid by the defaulting party will not be returned, and that he/she is also liable for payment of all the commission to the estate agent.

11. Unless otherwise specified in the sale and purchase agreement, on completion of the sale and purchase of property, the purchaser is liable for payment of the stamp duty, deed tax, registration fee and legal fee. The seller is liable for payment of the property tax and government rent before changing the name(s) of the property ownership, and other expenses including the overdue payments for management fee, electricity, water and central liquefied petroleum (LPG) supply, etc..
12. Contents of all real estate advertising and promotional materials should be consistent with the information contained in the certificate of registration of property, and that the information should be factual and accurate.
13. All advertisements of the properties (including those posted in the shops) should be updated, and advertisements of those properties that have been sold or leased should be removed.
14. Display clearly the prices in the legal tender of Macao, other currencies, e.g. HKD, are for references only.
15. If the property prices are calculated by square foot, the type of area information, i.e. whether the calculation is based on saleable area or gross floor area, should be clearly indicated.
16. All estate agents need to collaborate and commit themselves to strive continuously to conduct business ethically and with the highest professional standards, and also to provide quality service.
17. Should any of the estate agents fail to comply with this Code, customers may lodge a complaint with the Macao Consumer Council.

Remarks:

* Client refers to the natural person(s), including the owner or his/her agent; intended purchaser/tenant or his/her agent, who requests services from an estate agent/real estate agency.

In case of any discrepancies between the Chinese and the English translation, the Chinese version will prevail.