

在《專業天地》內，我們會解答持牌人的一些常見提問。

In *Horizons*, we will answer questions commonly asked by licensees.

問 假如某客戶經某地產代理視察某一住宅單位，並就此簽署地產代理協議（俗稱「睇樓紙」），但最後該客戶直接向該單位的業主購入物業，該地產代理有權向該客戶追討佣金嗎？

答 適用於購買香港住宅物業的「地產代理協議」（表格4）（或俗稱「睇樓紙」）內的附表3的第5項訂明，「如買方或買方的配偶、任何代名人、未經披露身分的主事人或代理人在有效期內（不論是否透過代理），與任何一項或多於一項物業的賣方訂立具約束力的買賣協議，則買方須就代理就有關物業而提供的服務向代理支付佣金。」

換言之，即使該客戶直接向該單位的業主購入物業，只要有關交易是在地產代理協議的有效期內進行，該客戶亦有法律上的責任，向其所委託的地產代理繳付佣金。

倘若持牌人不幸地需向客戶追討佣金，他們必須謹記要以專業的方式行事及不得使用辱罵言語或作出滋擾行為，否則有可能違反《操守守則》第3.7.2段，即「地產代理和營業員應避免做出可能令地產代理行業信譽及/或名聲受損的行為」。

Q If an estate agent arranges for a client to view a residential property and enters into an estate agency agreement with him, but then the client purchases the property from the vendor direct, does the estate agent have the right to claim commission from the client?

A It is stipulated in item 5 of Schedule 3 of the Estate Agency Agreement for Purchase of Residential Properties in Hong Kong (Form 4) that "the Purchaser is also liable to pay to the Agent as commission for services rendered with regard to the property concerned if the Purchaser or the spouse, or any nominee, undisclosed principal or agent of the Purchaser enters into a binding agreement for sale and purchase with the vendor of any one or more of the Properties during the Validity Period, whether through the Agent or otherwise."

In other words, even if the client purchases the property direct from the vendor, as long as the purchase is made during the validity period of the estate agency agreement, the client is legally obliged to pay commission to his appointed estate agent.

If licensees unfortunately need to chase their clients for commission, they must remember to act in a professional manner and not use any abusive language or carry out any nuisance act. Otherwise, they may be in breach of paragraph 3.7.2 of the *Code of Ethics*: "estate agents and salespersons should avoid any practice which may bring discredit and/or disrepute to the estate agency trade".

