Is agent commission prescribed or only a guideline, i.e. may the agent charge more than prescribed? Can this invalidate a contract?

Our law does not prescribe a commission percentage, which provides flexibility for negotiation. A commission claim is always based on a contract, and the first question is always what percentage or commission amount the parties have agreed on. Of course, these questions can be easily answered where they are stipulated in the purchase contract or in a written mandate.

However, where this has not been written, the next question will be whether the parties have verbally agreed on a commission percentage or an amount. If they have not expressly agreed on a percentage or an amount, it is presumed that the parties have agreed on the customary commission percentage for the area (e.g. 7.5%).

It is also important to understand that the commission agreement and any disputes that may arise between the agent and the seller in this regard do not affect the validity of the contract of sale between the seller and the buyer. The contract will still be enforceable as long as all the validity requirements between the seller and the buyer have been fulfilled.