

# Splošne pogoje poslovanja pri posredovanju v prometu z nepremičninami

## General Terms And Conditions of real estate agency services

### 1. UVODNE DOLOČBE

S Splošnimi pogoji poslovanja pri posredovanju v prometu z nepremičninami (v nadaljevanju: Splošni pogoji) se urejajo pravna razmerja med družbo SiPD, d. o. o. (v nadaljevanju: nepremičninska družba) in naročiteljem.

Vsakokrat veljavni splošni pogoji se uporabljajo za vsako pogodbo o posredovanju, ki jo nepremičninska družba sklene z naročiteljem.

Za vsako pogodbo o posredovanju se uporablja tudi vsakokrat veljavni cenik storitev nepremičninske družbe.

V primeru, da pogodba o posredovanju vsebuje določila, ki so drugačna od Splošnih pogojev ali cenika, veljajo določila pogodbe o posredovanju.

Nepremičninska družba je sprejela zavezo o spoštovanju Kodeksa dobrih poslovnih običajev v prometu z nepremičninami, ki ga je dne 30. 08. 2011 sprejelo Združenje družb za nepremičninsko posredovanje pri GZS - Zbornici za poslovanje z nepremičninami (avgust 2011).

### 2. POMEN IZRAZOV

V teh Splošnih pogojih uporabljeni izrazi imajo naslednji pomen:

- Nepremičninska družba je družba SiPD, nepremičnine in razvoj, d.o.o.
- Nepremičninski posrednik je fizična oseba, ki za nepremičninsko družbo opravlja posle posredovanja na podlagi pogodbe o zaposlitvi oziroma drugi pravni podlagi, s pridobljeno licenco pristojnega ministrstva za opravljanje poslov posredovanja, ki je vpisana v imenik nepremičninskih posrednikov pri pristojnem ministrstvu.
- Posredovanje v prometu z nepremičninami pomeni opravljanje registrirane pridobitne dejavnosti posredništva v prometu z nepremičninami, pri čemer posamezni posli posredovanja v prometu z nepremičninami obsegajo vse dejavnosti pri vzpostavljanju stika med naročiteljem in tretjo osebo ter pri pogajanjih in pripravah za sklenitev pogodb/ predpogodb, katerih predmet je določena nepremičnina, kot so kupna, prodajna, najemna, zakupna ali druga pogodba za določeno nepremičnino.
- Naročitelj je fizična ali pravna oseba, ki z nepremičninsko družbo sklene pogodbo o posredovanju in za katero nepremičninska družba opravlja storitve posredovanja v prometu z nepremičninami.
- Tretja oseba je oseba, ki jo nepremičninska družba poskuša spraviti v stik z naročiteljem, da bi se z njim pogajala za sklenitev pogodbe, katere predmet je nepremičnina.
- Naročiteljevi ožji družinski člani so naročiteljev zakonec ali oseba, s katero naročitelj živi v zunajzakonski skupnosti, v skladu s predpisi o zakonski zvezi in družinskih razmerjih, njuni otroci oziroma posvojenci, starši in posvojitelji ter osebe, ki jih je naročitelj po zakonu dolžan preživljati.
- Pogodba o posredovanju je pisna pogodba, ki jo skleneta nepremičninska družba in naročitelj ter s katero se nepremičninska družba zavezuje, da si bo prizadevala najti in spraviti v stik z naročiteljem tretjo osebo, ki se bo z njim pogajala za sklenitev pogodb, katere predmet je nepremičnina, naročitelj pa se zavezuje, da bo nepremičninski družbi plačal plačilo za posredovanje, če bo predpogodba/ pogodba sklenjena.
- Pogodba, katere predmet je nepremičnina, je pogodba o prodaji, nakupu, oddaji, najemu ali zakupu nepremičnine, pri sklenitvi katere posreduje nepremičninska družba.
- Nepremičnina je v pogodbi o posredovanju opredeljena nepremičnina.

### 3. STORITVE POSREDOVANJA

3.1. Nepremičninska družba opravlja storitve posredovanja pri:

- prodaji ali nakupu nepremičnine,
- oddaji, najemu ali zakupu,
- drugi pogodbi, katere predmet je nepremičnina.

V storitvah posredovanja iz točke 3.1. so zajeti zlasti naslednji posli, ki jih nepremičninska družba opravi za naročitelja :

- sprejem naročil za posredovanje,
- ugotavljanje istovetnosti naročitelja z vpogledom v osebni dokument ali javne evidence,
- pridobivanje kontaktnih informacij o naročitelju za potrebe spravljanja v stik s tretjo osebo,
- pridobivanje osebnih oziroma identifikacijskih podatkov naročitelja ali tretje osebe za pripravo pogodbe katere predmet je nepremičnina,
- priprava in sklenitev pogodbe o posredovanju v prometu z nepremičninami;
- seznanjanje naročitelja in tretje osebe o tržnih razmerah ki so pomembne za določitev cene nepremičnine,
- seznanjanje naročitelja in tretje osebe z vsebino predpisov, ki so pomembni za veljavno sklenitev pogodbe o posredovanju,
- seznanitev naročitelja in tretje osebe z vrsto in višino davčnih obveznosti in s cenami odvetniških in notarskih storitev in morebitnimi drugimi stroški v zvezi s sklenitvijo predpogodbe/ pogodbe,
- ugotavljanje dejanskega stanja nepremičnine na podlagi skrbnega ogleda nepremičnine,
- ugotavljanje pravnega stanja nepremičnine s pridobitvijo listin o nepremičnini iz uradnih evidenc, zlasti iz zemljiške knjige, zemljiškega katastra, katastra stavb idr.,
- ugotovitev pravnega stanja nepremičnine, v primeru, če nepremičnina ni vpisana v zemljiški knjigi, na podlagi originalov oz. kopij listin, ki izkazujejo obstoj lastninske pravice in drugih stvarnih pravic ter ostalih pravnih dejstev,
- pisno obveščanje naročitelja in tretjih oseb o očitnih stvarnih in pravnih napakah, ugotovljenih pri pregledu dejanskega in pravnega stanja nepremičnine ter seznanitev naročitelja in tretje osebe s tveganji, ki izhajajo iz neurejenega pravnega stanja nepremičnine,

### 1. INTRODUCTORY PROVISIONS

General terms and conditions of real estate agency services (hereinafter referred as General terms and conditions) regulate legal relations between SiPD d.o.o. (hereinafter referred to as Real estate agency) and the Client.

The relevant General terms and conditions are an integral part of each agency contract that the Real estate agency concludes with the Client.

The relevant price list of the Real Estate Agency services is also an integral part of each contract.

In case an agency contract includes provisions which are contrary to the General terms and conditions or the price list, the provisions of the agency contract shall prevail.

The Real estate agency has committed to respect the Code of approved commercial usage in real estate agency services, adopted on 30 August 2011 by the Association of Real Estate Agencies at the Chamber of Commerce and Industry of Slovenia - Chamber of real estate services (August 2011).

### 2. DEFINITION OF TERMS

Individual definitions, used in these General terms and conditions, shall have the following meaning:

- Real estate agency shall mean SiPD, nepremičnine in razvoj, d.o.o.
- Real estate Agency is a natural person, who carries out agency activities for the real estate agency under employment contract or another legal basis, and who has obtained the licence from the ministry, responsible for carrying out agency activities, and is included in the register of real estate Agencies, kept by the competent ministry.
- Real estate agency services shall mean the pursuit of a registered gainful agency activity for trading in real estate, where an individual agency activity for trading in real estate shall include all the activities, related to establishing contacts between the client and the third party, and to negotiations and preparations for the conclusion of contracts / preliminary contracts, the subject of which a particular real estate is, such as purchase contract, sales contract, tenancy agreement, leasing contract or another contract for a particular real estate.
- Client shall mean a legal entity or a natural person who concludes a contract with the real estate agency and for whom the real estate agency provides real estate agency services.
- Third party is a person whom the real estate Agency helps to make contact with the client in order to negotiate concluding a contract concerning the real estate.
- Client's immediate family members are the client's spouse or a person with whom they live in cohabitation in accordance with marriage and family relations rules, their children or adopted children, parents and adoptive parents, and the persons, the client is obliged to maintain under law.
- Agency contract is a contract in writing concluded by the real estate agency and the client, and under which the real estate agency commits that it will endeavour to find a third person and make contact with the client in order to negotiate concluding a contract concerning the real estate, and the client undertakes to pay the real estate agency for providing services in respect of agency services in case the preliminary contract / contract is concluded.
- Contract the subject of which the real estate is, is a contract on the sale, purchase, renting or leasing of a real estate in which the real estate agency provides agency services.
- Real estate in the real estate defined in the agency contract.

### 3. AGENCY SERVICES

3.1 Real estate agency provides agency services regarding the following:

- sale or purchase of real estate
  - renting or leasing
  - other contract the subject of which the real estate is
- In particular, the agency services referred to in point 3.1. include the following services provided by the real estate agency for the client:
- accepting orders for agency services
  - establishing the identity of the client on the basis of personal identity document or access to public records
  - acquiring client's contact details for the needs of making contact with a third party
  - acquiring client's or third party's personal or identification details required for drawing up the contract the subject of which the real estate is
  - drawing up and conclusion of the contract on real estate agency services;
  - informing the client and the third party about the situation on the market, relevant for setting the price of the real estate
  - informing the client and the third party about the content of regulations which are relevant for the valid conclusion of the contract on agency services
  - informing the client and the third party about the kind and amount of tax obligations and lawyers' and notaries' fees, and any other costs related to the conclusion of preliminary contract / contract
  - establishing the actual condition of the real estate by careful viewing of the real estate
  - establishing the legal situation of the real estate by acquiring documents concerning the real estate from official records, in particular from the land register, land cadastre, cadastre of buildings, etc.
  - establishing the legal situation of the real estate in case the real estate is not entered in the land register on the basis of original documents or copies thereof which prove the existence of the right of ownership and other rights in rem and other legal facts
  - informing the client and third parties in writing about the obvious factual and legal defects established during the review of the factual and legal situation of the real estate, and informing the client and third party about the risks arising from

- m) organizacija in vodenje ogledov nepremičnine po sklenitvi pogodbe o posredovanju v prometu z nepremičninami,
- n) oglaševanje prodaje nepremičnine v sredstvih javnega obveščanja ali na drug ustrezen način,
- o) seznanjanje naročitelja z nepremičnino in spravljanje v stik s tretjo osebo,
- p) seznanitev tretje osebe z nepremičnino,
- r) telefonska, pisna in elektronska korespondenca z naročiteljem in tretjimi osebami,
- s) sodelovanje pri pogajanjih za sklenitev pogodbe, za katero nepremičninska družba posreduje.

3.2. V primeru, da nepremičninska družba spravi naročitelja v stik s tretjo osebo, katere podatke je naročitelju pred tem posredovala že druga nepremičninska družba, mora naročitelj nepremičninsko družbo o tem obvestiti v roku treh (3) delovnih dni od prejema obvestila nepremičninske družbe. V nasprotnem primeru se šteje, da je naročitelja v stik s tretjo osebo spravila nepremičninska družba iz te pogodbe.

#### 4. DODATNE STORITVE

4.1. Nepremičninska družba lahko za naročitelja opravi dodatne storitve, če se o tem dogovorita z naročiteljem v pogodbi o posredovanju/ aneksu k pogodbi o posredovanju ali s posebnim naročilom, ki predstavlja dopolnitev pogodbe o posredovanju

4.2. Kot dodatne storitve se štejejo zlasti:

- a) priprava osnutka pogodbe, katere predmet je nepremičnina,
- b) zastopanje v postopkih pridobivanja soglasij, dovoljenj in drugih dokumentov, ki so potrebni za sklenitev pogodbe, katere predmet je nepremičnina,
- c) organizacija cenitve nepremičnine,
- d) zastopanje v davčnem postopku,
- e) urejanje pravnega stanja nepremičnine,
- f) organizacija notarskih storitev,
- g) organizacija odvetniških storitev,
- h) organizacija izdelave prevodov listin in overitev prevodov,
- i) hramba denarnih sredstev na fiduciarnem računu,
- j) hramba listin,
- k) sodelovanje na licitacijah,
- l) pridobivanje EMŠO in davčne številke za tujega državljanca,

4.3. Cene dodatnih storitev so določene v ceniku nepremičninske družbe.

4.4. Nepremičninska družba je upravičena do plačila za dodatne storitve v trenutku, ko so bile storitve opravljene, tudi če pogodba, katere predmet je nepremičnina, ni bila sklenjena.

#### 5. PLAČILO ZA POSREDOVANJE

5.1. Višino plačila za posredovanje nepremičninska družba in naročitelj dogovorita s pogodbo o posredovanju.

5.2. Plačilo za posredovanje v primeru nakupa ali prodaje za isto nepremičnino znaša največ 4% od pogodbene cene + DDV. Ta omejitev pa ne velja, kadar je pogodbena vrednost nepremičnine manjša od 10.000,00 EUR.

5.3. V primeru, da nepremičninska družba katere izmed storitev iz točke 3 teh Splošnih pogojev ne opravi, ker to ni potrebno zaradi okoliščin posameznega posla, ali na izrecno željo naročitelja, naročitelj nima pravice zahtevati znižanja plačila za posredovanje.

5.4. V plačilo za posredovanje niso vključeni stroški notarskih storitev, cenitev, prevodov, pravniških oziroma odvetniških storitev, davki, sodne in upravne takse, nadomestila za potrdila in dovoljenja, potrebna za veljavno sklenitev pogodbe, ter stroški dodatnih storitev iz točke 4. teh Splošnih pogojev.

5.5. Nepremičninska družba pridobi pravico do plačila za posredovanje, ko je sklenjena predpogodba /pogodba, pri sklenitvi katere je posredovala.

5.6. Nepremičninska družba ne more zahtevati niti delnega plačila za posredovanje pred sklenitvijo predpogodbe/ pogodbe, katere predmet je nepremičnina.

5.7. Plačilo za posredovanje nepremičninska družba zaračuna naročitelju na podlagi sklenjene pogodbe o posredovanju.

5.8. Če je med pogodbenima strankama prodajne, najemne, zakupne ali druge pogodbe za določeno nepremičnino dogovorjeno, da plačilo za posredovanje plačata obe stranki, se obveznost plačila iz točke 5.2. razdeli.

5.9. Nepremičninska družba ima pravico do celotnega plačila tudi, če naročitelj ali tretja oseba pozneje odstopita od že sklenjene pogodbe, katere predmet je nepremičnina.

5.10. Nepremičninska družba in naročitelj se dogovorita, da ima nepremičninska družba pravico do plačila za posredovanje tudi, kadar naročitelj sam najde tretjo osebo, s katero sklene pogodbo, ki je bila predmet posredovanja. Plačilo za posredovanje iz prejšnjega stavka mora temeljiti na že opravljenih poslih in ne sme presegati ene četrtine s pogodbo dogovorjenega plačila za posredovanje. V primeru, če je tretja oseba naročiteljev ožji družinski član, je naročitelj dolžan plačati s pogodbo dogovorjeno plačilo za posredovanje v celoti.

5.11. Nepremičninska družba ima pravico do plačila za posredovanje tudi v primerih, ko naročitelj oziroma njegov ožji družinski član sklene pogodbo, katere predmet je nepremičnina, s tretjo osebo, s katero je naročitelja spravil v stik nepremičninski posrednik, in je bila ta pogodba sklenjena v 6 (šestih) mesecih po prenehanju veljavnosti pogodbe o posredovanju.

#### 6. POVRNITEV STROŠKOV

Če se stranki s pogodbo o posredovanju tako izrecno dogovorita, si nepremičninska družba v skladu z drugim odstavkom 848. člena Obligacijskega zakonika lahko pridrži pravico do povračila stroškov, ki so ji nastali v zvezi z opravljanjem storitev posredovanja iz točke 3. Splošnih pogojev, in sicer tudi v primeru, če pogodba, katere predmet je nepremičnina, ni bila sklenjena.

#### 7. VAROVANJE INTERESOV NAROČITELJA IN TRETJE OSEBE

unregulated legal conditions of the real estate

m) organising and conducting viewing of the real estate after the conclusion of the contract on real estate agency services

n) advertising the sale of the real estate in mass media or in any other appropriate way

o) informing the client about the real estate and making contacts with a third party

p) informing third party about the real estate

r) telephone, written and electronic correspondence with the client and third parties

s) participating in negotiations concerning the conclusion of the contract regarding the real estate

3.2 In case real estate agency makes contact between the client and a third party whose details have been submitted to the client by another real estate agency, the client has to inform the real estate agency thereof within three (3) working days of receiving the notice by the real estate agency otherwise it shall be regarded that the real estate agency which is the subject of this contract has made the contact between the client and the third party.

#### 4. ADDITIONAL SERVICES

4.1 Real estate agency may provide other services for the client when so agreed in the contract on the agency services/annex to the contract on the agency services or by means of a special order which is regarded as an amendment to the contract on agency services.

4.2 In particular, the following shall be regarded as additional services:

- a) drawing up a draft contract concerning the real estate
- b) representations in the procedures of obtaining consents, permits and other documents required for the conclusion of the contract concerning the real estate
- c) organising evaluation of the real estate
- d) representation in tax procedure
- e) arranging legal situation of the real estate
- f) organising notary services
- g) organising lawyer services
- h) organisation of translating the documents and certification of translations
- i) keeping cash resources on escrow account
- j) safekeeping of documents
- k) participation in auctions
- l) acquiring personal identity number and tax number for a foreign citizen

4.3 Prices of additional services are laid down in the real estate price list.

4.4 Real estate agency is entitled to the payment for additional services when the services have been rendered, also in case the contract concerning the real estate has not been concluded.

#### 5. PAYMENT FOR AGENCY SERVICES

5.1 The Real estate agency and the client shall agree about the amount of the payment for agency services by a contract on agency services.

5.2 The payment for agency services in case of purchase or sale of the real estate may not be higher than 4% of the contract price + VAT. However, this restriction does not apply when the contractual value of real estate is lower than EUR 10,000.00.

5.3 In case the real estate agency does not render any of the services under point 3 of these General terms and conditions because they are not necessary due to the circumstances of an individual transaction, or when the client explicitly requires it, the client shall not be entitled to request lower payment for agency services.

5.4 Payment for agency services does not include the costs of notary services, evaluations, translations, lawyer's services, taxes, court and administrative fees, compensations for certificates and permits required for valid conclusion of the contract, or costs incurred by additional services listed in point 4 of these General terms and conditions.

5.5 Real estate agency shall acquire the right to the remuneration for providing services in respect of agency services when the contract/preliminary contract, in relation to which it provided agency services, has been concluded.

5.6 Real estate agency may not require any remuneration, not even partial, for the provision of agency services before conclusion of the contract/preliminary contract the subject of which the real estate is.

5.7 Real estate agency charges the provision of agency services to the client on the basis of an agency contract.

5.8 When the parties of a sales, purchase, lease or any other contract have agreed that the agency services shall be paid by both parties, the obligation referred to in 5.2. shall be divided.

5.9 Real estate agency shall be entitled to the full payment also in case the client or a third party subsequently withdraws from the contract concerning the real estate.

5.10 Real estate agency and the client hereby agree that the real estate agency shall have the right to the remuneration for providing agency services also when the client himself finds a third person and concludes the contract, which was the subject of providing agency services. Remuneration for providing agency services referred to in the preceding paragraph shall be based on the transactions which have already been provided and may not be higher than one quarter of the remuneration for providing agency services, agreed in the contract. In case the third party is an immediate family member, the client shall be obliged to pay full remuneration for the agency services as agreed by the contract.

5.11 Real estate agency shall have the right to the remuneration for the providing agency services also when the client or his/her immediate family member concludes a contract with regard to the real estate, with the third party, whom the real estate Agency helped to make contact with the client, and when such contract is concluded within 6 (šestih) months of the termination of the agency contract.

#### 6. REIMBURSEMENT OF COSTS

If explicitly agreed by the parties in the agency contract, under the Code of Obligations Article 848 paragraph two the real estate agency can reserve the right

7.1. Nepremičninska družba mora pri opravljanju storitev posredovanja v prometu z nepremičninami naročitelja na primeren način seznaniti z vsemi okoliščinami, ki so pomembne za uresničitev naročiteljevih interesov.

7.2. Nepremičninska družba mora ustrezno varovati tudi interese tretje osebe, ki jo je spravila v stik z naročiteljem zaradi pogajanj o sklenitvi pogodbe, katere predmet je nepremičnina, in ravnati nepristransko.

7.3. Kadar nepremičninska družba na podlagi pisnega dogovora z naročiteljem oziroma investitorjem pri posredovanju zastopa izključno naročiteljeve interese, mora tretjo osebo, s katero je naročitelja spravila v stik, pisno opozoriti, da nastopa v vlogi zastopnika in ne posrednika.

7.4. Kadar nepremičninska družba opravlja storitve posredovanja za naročitelja, ki želi ostati anonimen, nepremičninska družba ni zavezana tretji osebi, ki bi z naročiteljem želela skleniti pravni posel, izdati identitete naročitelja vse do trenutka sklenitve pogodbe, katere predmet je nepremičnina.

## 8. FIDUCIARNI RAČUN

Nepremičninska družba sme sprejeti od naročnika ali tretje osebe v zvezi z izvedbo pogodbe, katere predmet je nepremičnina, v hrambo denarna sredstva, če ima z banko sklenjeno pogodbo o vodenju fiduciarnega računa in če jo naročitelj ali tretja oseba za to pisno pooblasti.

## 9. ZAVAROVANJE ODGOVORNOSTI ZA ŠKODO

Nepremičninska družba ima zavarovano odgovornost za škodo, ki jo povzroči naročitelju ali tretji osebi s kršitvijo pogodbe o posredovanju. Zavarovanje krije odgovornost za škodo, ki bi utegnila nastati naročitelju ali tretji osebi s kršitvijo pogodbe o posredovanju v prometu z nepremičninami na ozemlju Republike Slovenije. Naziv zavarovalnice, številka zavarovalne police so navedeni v pogodbi o posredovanju.

## 10. EKSKLUZIVNA POGODBA O POSREDOVANJU

V primeru, da naročitelj in nepremičninska družba skleneta ekskluzivno pogodbo o posredovanju, naročitelj v času veljavnosti pogodbe v zvezi z isto nepremičnino ne sme skleniti pogodbe o posredovanju z drugo nepremičninsko družbo in preko kogarkoli tretjega ali sam oglaševati ali prodajati iste nepremičnine.

## 11. PRENOS STORITEV POSREDOVANJA

Nepremičninska družba lahko po pisnem dogovoru z naročnikom prenese storitve posredovanja na druge nepremičninske družbe, v sklopu pogodb o poslovnem sodelovanju, ki jih ima nepremičninska družba sklenjene z nepremičninskimi družbami.

## 12. DRUGE OBVEZNOSTI NAROČITELJA

12.1. Naročitelj mora nepremičninski družbi predložiti vso dokumentacijo, ki se nanaša na nepremičnino, ki je predmet posredovanja, zlasti dokazila o lastništvu, vključno z zemljiškoknjžnim izpiskom in pogodbami, gradbeno dovoljenje, lokacijsko informacijo in vse ostale listine.

12.2. Naročitelj jamči za resničnost, točnost in popolnost posredovanih podatkov oziroma dokumentacije.

12.3. Naročitelj bo nemudoma, najkasneje pa v 8 (osmih) dneh od spremembe, pisno obvestil nepremičninsko družbo o vsaki spremembi svojih interesov (prodajne cene, datumu vseljivosti nepremičnine idr.) ter o vsaki spremembi dejanskega ali pravnega stanja nepremičnine.

12.4. Naročitelj bo v primeru, ko bo nepremičnino tržil tudi sam ali preko drugih nepremičninskih družb, nepremičnino tržil pod enakimi pogoji, kot so dogovorjeni s pogodbo o posredovanju.

12.5. Naročitelj se zavezuje, da bo v primeru, da sam ali s posredovanjem druge nepremičninske družbe najde tretjo osebo, s katero sklene pogodbo ali predpogodbo, katere predmet je nepremičnina, nemudoma, najkasneje pa v roku 8 (osmih) dni od sklenitve takšne pogodbe/ predpogodbe nepremičninsko družbo o tem pisno obvestil in ji izročil kopijo te pogodbe.

## 13. NEPOŠTENNA RAVNANJA NAROČITELJA

13.1. Naročitelj je dolžan povrniti nepremičninski družbi vso škodo, ki nepremičninski družbi nastane zaradi naročiteljevih kršitev pogodbenih obveznosti.

13.2. Kot hujše kršitve pogodbe o posredovanju se štejejo zlasti naslednja naročiteljeva ravnanja:

- naročitelj nepremičninski družbi brez utemeljenih razlogov onemogoča ogled nepremičnine;
- naročitelj krši dogovor o ekskluzivnosti pogodbe o posredovanju;
- naročitelj sam ali pri drugih nepremičninskih družbah nepremičnino trži pod drugačnimi pogoji, kot so dogovorjeni s pogodbo o posredovanju;
- naročitelj nepremičninske družbe ne obvesti ali ne obvesti pravočasno o sklenitvi pogodbe ali predpogodbe, katere predmet je nepremičnina, s tretjo osebo, ki jo najde sam ali ji ne izroči ali ne izroči v roku kopije pogodbe, katere predmet je nepremičnina;
- naročitelj v nasprotju z dobro vero in poštenjem ne pristopi k pogajanjem za sklenitev pogodbe ali brez utemeljenega razloga noče skleniti predpogobe/ pogodbe, katere predmet je nepremičnina, s tretjo osebo, s katero ga je v stik spravila nepremičninska družba;
- naročitelj informacije v zvezi z nepremičninami in prizadevanji nepremičninske družbe, ki jih je izvedel pri nepremičninski družbi in so poslovna skrivnost, posreduje tretjim osebam.

## 14. PRAVICA DO PRIDOBITVE PODATKOV

Naročitelj izrecno in nepreklicno soglaša in pooblašča nepremičninsko družbo, da v primeru, da naročitelj odstopi od pogodbe o posredovanju oziroma ne sklene predpogodbe/ pogodbe, katere predmet je nepremičnina, opravi poizvedbe o morebiti sklenjeni pogodbi, katere predmet je nepremičnina, pri čemer ta pravica zajema tudi pravico do vpogleda in prepisa pogodbe, katere predmet je nepremičnina.

## 15. OBVEZNOSTI PO ZAKONU O PREPREČEVANJU PRANJA DENARJA IN

to the remuneration of costs incurred in relation to the agency services referred to in these General terms and conditions point 3, also in case the contract in relation to the real estate was not concluded.

## 7. SAFEGUARDING THE CLIENT'S AND THIRD PARTY'S INTERESTS

7.1 In providing real estate agency services real estate agency shall be obliged to appropriately inform the client about all the circumstances, relevant for the pursuit of the client's interests.

7.2 Real estate agency shall be obliged to appropriately safeguard also the interests of the third party that it helped the client to make contact with in order to conclude the real estate contract, and act in an unbiased way.

When pursuant to the agreement with the client or investor the real estate agency represents only the client's interests, it shall clearly draw the attention of the third party, who it helped to make contact with the client, that it acts as a representative and not as an Agency.

7.3 When the real estate agency provides agency services for a client, who wishes to remain anonymous, the real estate agency shall not be bound to disclose to the third party, who wishes to enter into a legal transaction with the client, the identity of the client until the legal transaction has been entered into.

## 8. ESCROW ACCOUNT

Real estate agency may accept from the client or a third party monies to be deposited in relation with the conclusion of a real estate contract provided the agency has concluded a contract with a bank concerning keeping of an escrow account, and provided the client or a third party authorizes the agency in writing.

## 9. LIABILITY INSURANCE

Real estate agency has taken out liability insurance for the damage caused to the client or a third party by breaching the agency contract. The insurance covers the damage that could be caused to the client or a third party by breaching the agency contract in the territory of the Republic of Slovenia. The agency contract includes the name of the insurance company and policy number.

## 10. EXCLUSIVE AGENCY CONTRACT

In case the client and the real estate agency conclude an exclusive agency contract, during the validity of the contract the client may not conclude an agency contract related to the same real estate with another real estate agency or advertise or sell that real estate themselves or through a third party.

## 11. TRANSFER OF AGENCY SERVICES

Pursuant to an agreement with the client in writing, real estate agency may transfer the agency services to another real estate agency within the contracts on business cooperation, concluded with other real estate agencies.

## 12. OTHER OBLIGATIONS OF THE CLIENT

12.1 The client shall be obliged to submit to the real estate agency all the documents in relation to the real estate which is the subject of the agency services, in particular the proof of ownership, including a land register extract and contracts, building permit, location documentation, and all other documents.

12.2 The client hereby guarantees that the submitted information and documents are true, accurate and complete.

12.3 In case of any changes, the client shall be obliged to inform the real estate agency in writing without delay and in any case not later than within 8 (eight) days of any changes in their interests (sales price, date of moving in, etc.), and of any changes in the actual or legal situation of the real estate.

12.4 In case the client wants to market the real estate also himself/herself or through other real estate agencies, he/she hereby undertakes to market the real estate under the same conditions as agreed in the agency contract;

12.5 The client hereby undertakes that in case he/she finds a third party with whom he/she concludes a contract/preliminary contract concerning the real estate himself/herself or with the help of another real estate agency, to inform the real estate agency thereof within 8 (eight) days of concluding such contract/preliminary contract, and submit a copy thereof.

## 13. UNFAIR CONDUCT BY THE CLIENT

13.1 The client shall be obliged to compensate to the real estate agency any damage incurred by breaching contractual obligations by the client.

13.2 In particular, the following shall be regarded as serious breaching of the agency contract:

- the client does not allow the real estate agency to view the real estate without any justified reason;
- the client breaches the agreement on the exclusive agency contract;
- the client, himself or through other real estate agencies, markets the real estate under conditions different from the conditions agreed in the agency contract;
- the client does not inform the real estate agency or does not inform the real estate agency in time about the conclusion of a contract/preliminary contract concerning the real estate with a third party found by himself/herself, or does not submit a copy of a contract/preliminary contract concerning the real estate within due time;
- contrary to good faith and fair conduct, the client does not enter into negotiations for the conclusion of the contract, or without any justifiable reason does not want to conclude the contract/preliminary contract concerning the real estate with a third party that the real estate agency has helped to make contact with;
- the client submits the information on the real estate and efforts made by the real estate agency that the client received from the real estate agency and which is regarded as business secret, to third parties.

## 14. RIGHT TO OBTAIN INFORMATION

The client hereby explicitly and irrevocably agrees and authorises the real estate agency that in case the client withdraws from the agency contract or does not conclude the preliminary contract/contract concerning the real estate, to inquire whether a contract concerning the real estate has been concluded, including the right to access and copy the contract concerning the real estate.

## FINANCIRANJU TERORIZMA

Nepremičninska družba je v skladu z Zakonom o preprečevanju pranja denarja in financiranja terorizma (Uradni list RS, št. 68/16) pri sklepanju poslovnih razmerij in transakcijah nad zneskom, določenim z Zakonom o preprečevanju pranja denarja idr. ter v nekaterih drugih primerih določenih z zakonom, zavezana opraviti pregled stranke. Pregled zajema:

- ugotavljanje in preverjanje identitete stranke;
- ugotavljanje dejanskega lastnika stranke, če je stranka pravna oseba;
- pridobitev podatkov o namenu in predvideni naravi poslovnega razmerja ali transakcije ter drugih podatkov po zakonu;
- redno spremljanje poslovnih aktivnosti, ki jih stranka izvaja pri nepremičninski družbi.

Naročitelj je seznanjen in soglaša, da ima nepremičninska družba z namenom izpolnitve svojih obveznosti po prejšnjem odstavku pravico pridobiti in preveriti (tudi z vpogledom v osebni dokument) naslednje osebne podatke stranke in zakonitega zastopnika stranke: osebno ime, naslov stalnega ali začasnega prebivališča, datum in kraj rojstva, davčno številko ter številko, vrsto in naziv izdajatelja osebnega dokumenta.

## 16. VARSTVO, OBDELAVA IN UPORABA OSEBNIH PODATKOV

Zaradi izpolnjevanja obveznosti po pogodbi o posredovanju ter obveznosti, ki jih nepremičninska družbi nalaga Zakon o preprečevanju pranja denarja in financiranja terorizma, naročitelj na podlagi določb Zakona o osebni izkaznici ter določb Zakona o potnih listinah državljanov Republike Slovenije soglaša, da nepremičninska družba fotokopira in hrani kopijo njegovega osebnega dokumenta.

Nepremičninska družba na kopiji osebnega dokumenta označi:

- da gre za kopijo,
- svoj naziv,
- namen kopiranja,
- opozorilo o prepovedi uporabe v druge namene in
- pravno podlago za kopiranje - pisna privolitvev

Nepremičninska družba se zavezuje, da ne bo nadalje kopirala osebnega dokumenta naročitelja. Nepremičninska družba kopije osebnega dokumenta ne sme hraniti v elektronski obliki.

Nepremičninska družba se zavezuje k varovanju vseh osebnih podatkov v skladu s predpisi o varstvu osebnih podatkov. Vsi osebni podatki bodo uporabljeni le za sklepanje, izvajanje, spreminjanje pogodbe.

Vse osebne podatke naročitelja bo nepremičninska družba uporabljala in hranila kot zaupne skladno z določbami Zakona o varstvu osebnih podatkov. Pri vnašanju podatkov pri oglasih, lahko pride do napak. Dejansko stanje nepremičnin je lahko razvidno na ogledu.

## 17. ČAS TRAJANJA POGODBE IN ODPOVED POGODBE

Pogodba o posredovanju je sklenjena za določen čas 9 (devetih) mesecev.

Po poteku obdobja iz prejšnje točke lahko stranki skleneta novo pogodbo o posredovanju za enako obdobje (9 mesecev).

Pogodba preneha veljati:

- s potekom časa,
- z odpovedjo pogodbe o posredovanju,
- z izpolnitvijo pogodbe o posredovanju,
- v drugih primerih, ki jih določa zakon.

Stranki lahko kadarkoli odpove pogodbo o posredovanju, če to ni v nasprotju z načelom dobre vere in poštenja, z odpovednim rokom 15 dni. Odpoved mora biti podana v pisni obliki, s priporočeno pošto na naslov drugopogodbene stranke, kot izhaja iz pogodbe, odpovedni rok začne teči naslednji dan po oddaji.

## 18. VELJAVNO PRAVO

Za presojanje pogodbe in Splošnih pogojev ter za vprašanja, ki jih pogodba in Splošni pogoji ne urejajo, se uporablja Kodeks dobrih poslovnih običajev v prometu z nepremičninami, ki ga je sprejelo Združenje družb za nepremičninsko posredovanje pri GZS-Zbornici za poslovanje z nepremičninami, in slovensko pravo, brez uporabe kolizijskih pravil.

## 19. REŠEVANJE SPOROV

Morebitne spore, ki bi izvirali iz pogodbe o posredovanju ali v zvezi z njo, bosta stranki pogodbe o posredovanju reševali sporazumno.

Če sporazumna rešitev spora ni mogoča, se za primer, ko je naročitelj pravna oseba, določi pristojnost Stalne arbitraže pri GZS, če pa je naročitelj fizična oseba, se določi pristojnost krajevno in stvarno pristojnega sodišča po sedežu nepremičninske družbe.

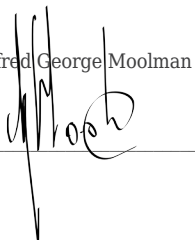
## 20. VELJAVNOST SPLOŠNIH POGOJEV

Splošni pogoji veljajo od 1. 4. 2018.

Splošni pogoji so objavljeni na vidnem mestu v prostorih nepremičninske družbe.

V Bohinjski Bistrici, dne 1. 4. 2018

direktor, Alfred George Moolman



## 15. OBLIGATIONS UNDER THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING ACT

In accordance with the Prevention of Money Laundering and Terrorist Financing Act (Official Gazette of the Republic of Slovenia, no. 68/16), when concluding business relationships and transactions exceeding the amount as laid down in the Prevention of Money Laundering etc. and in some other cases as laid down by the law, the real estate agency shall review the client, which includes the following:

- establishing the identity of the client;
- establishing the actual owner of the client in case the client is a legal entity;
- obtaining information about the purpose and planned nature of business relationship or transaction, and other information under the law;
- regular monitoring of business activities that the client performs at the real estate agency

The client is aware of and agrees that in order to meet its obligations under the preceding paragraph, the real estate agency has the right to obtain and check (also by accessing a personal identity document) the following personal details of the client and client's legal representative: name, address of permanent or temporary residence, date and place of birth, tax number, and number, type and name of the issuer of the personal identity document.

## 16. PROTECTION, PROCESSING AND USE OF PERSONAL DATA

In order to meet the obligations under the agency contract and the obligations under the Prevention of Money Laundering and Terrorist Financing Act, under the provisions of the Personal Identity Card Act and provisions of the Passports of Citizens of the Republic of Slovenia Act the client hereby agrees that the real estate agency photocopies and keeps a photocopy of his/her personal identity document.

Real estate agency marks the following on the copy of the personal identity document:

- that it is a copy,
- name of the real estate agency,
- purpose of copying,
- note on prohibited use for any other purposes, and
- legal basis for copying - consent in writing

Real estate agency hereby undertakes not to make additional copies of the client's personal identity document. Real estate agency shall not be allowed to keep a copy of the personal identity document in electronic form.

Real estate agency hereby undertakes to protect all personal data in accordance with the rules and regulations on the protection of personal data. All personal data will be used only for the purpose of concluding, executing and amending the contract.

Real estate agency shall use and keep all client's personal data as confidential in accordance with the provisions of the Personal Data Protection Act. There can be mistakes or wrong information in the property adverts. The real condition of the real estate can be seen at the viewing.

## 17. DURATION OF THE CONTRACT AND CANCELLATION OF THE CONTRACT

Agency Contract is concluded for a definite period of time of 9 (nine) months.

When the period of time referred to in the preceding paragraph expires, the parties may conclude another agency contract for the same period of time (9 months).

The contract is terminated:

- when the period of time expires,
- agency contract is cancelled,
- agency contract is executed,
- any other case as laid down by the law

The parties may terminate the contract at any time, provided this is not contrary to good faith and fair conduct, with the notice period of 15 days. The termination of the contract must be in writing and sent by registered mail to the other contracting party as laid down in the contract, notice period starts next day after sending.

## 18. APPLICABLE LAW

The Code of approved commercial usage in real estate agency services, adopted by the Association of Real Estate Agencies at the Chamber of Commerce and Industry of Slovenia - Chamber of Real Estate Services, Slovenian law, save the rules on conflict of laws, shall be applied to the assessment of the contract, General terms and conditions, and any other issues not regulated by the contract or General terms and conditions.

## 19. SETTLEMENT OF DISPUTES

The contracting parties shall resolve the disputes arising from the agency contract, if any, in an amicable way.

In case a mutually agreed settlement of the dispute is not possible, the dispute shall fall within the territorial and subject matter jurisdiction of the court according to the registered office of the real estate agency if the client is individual (natural) person. If client is a legal person, the dispute falls within the jurisdiction of Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

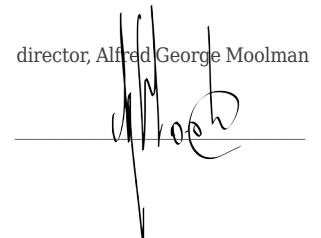
## 20. VALIDITY OF GENERAL TERMS AND CONDITIONS

These General terms and conditions shall enter into force as from 1.4.2018,

These General terms and conditions shall be displayed at a visible place in the premises of the real estate agency.

Done at Bohinjska Bistrica, on 1st April 2018

director, Alfred George Moolman



CENIK nepremičninske družbe SiPD, d. o. o. | Real estate SiPD, d.o.o., PRICE LIST

1 Preverjanje zemljiškoknjižnega stanja, katastrskih podatkov ter prostorsko ureditvenih pogojev za nepremičnino.	Checking land register situation, cadastral information, and area specific building conditions for the real estate	80 €
2 Prepis nepremičnine (zajema preverjanje pravnega stanja lastništva nepremičnine in morebitnih pravic tretjih oseb), sestava pogodbe.	Transfer of the ownership of the real estate (includes checking the legal situation of the ownership of the real estate, and third party rights, if any, drawing up the contract	0,5 % ali min/ or not less than 600 €
3 Zastopanje naročnika v postopku prodaje kmetijskega zemljišča.	Representing the client in the sale of agricultural land	120 €
4 Zastopanja naročnika v davčnem postopku.	Representing the client in tax procedure	80 €
5 Ocena tržne vrednosti nepremičnine, je vključena v provizijo, razen če je naročena posebej ali je naročitelj predčasno enostransko odstopil od pogodbe o posredovanju. Takrat se zaračuna v višini:	Assessment of the market value of real estate: It is included in the commission, if ordered separately or in case the client unilaterally withdraws from the contract, it is charged in the sum of	150 €
6 Pregled listin je vključen v provizijo, razen če je storitev naročena posebej ali je naročitelj predčasno enostransko odstopil od pogodbe o posredovanju. Takrat se zaračuna v višini:	Review of documents: It is included in the commission, if ordered separately or in case the client unilaterally withdraws from the contract, it is charged in the sum of	50 €
7 Ogledi nepremičnin na podlagi pogodbe o posredovanju so vključeni v provizijo. Če je pogodba o posredovanju s strani naročitelja enostransko predčasno prekinjena, se vsak opravljeni ogled zaračuna v višini:	Viewing of the real estate under the agency contract is included in the commission. In case the client unilaterally withdraws from the contract, it is charged in the sum of	80-120 € + kilometrina/ allowance per km covered
8 Svetovanje naročitelju in sodelovanje pri pogajanjih je vključeno v provizijo. Če je dogovorjeno posebej ali je naročitelj predčasno enostransko odstopi od pogodbe o posredovanju se zaračunava po urni postavki:	An hour of counselling or participation in negotiations: Counselling at the client and participation in negotiations is included in the commission. If agreed separately or in case the client unilaterally withdraws from the contract, it is charged at an hourly rate of	40 €
9 Stroški oglaševanja po lastni presoji posrednika so vključeni v provizijo. Oglaševanje na posebno željo naročitelja se zaračuna posebej.	Costs of advertising: At the discretion of the Agency, the advertising costs are included in the commission, however, when specifically ordered by the client, it is charged separately	40 €/h za en medij, min. pavšal/ not less than lump sum 30 €
10 Cenitve cenilcev so zaračunane po ceniku stalnega sodnega izvedenca in cenilca gradbene stroke ali pooblaščenega ocenjevalca vrednosti Slovenskega inštituta za revizijo.	Valuations done by appraisers: according to the price list of court expert and construction appraiser or an authorised appraiser from the Slovenian Institute of Auditors	po ceniku - računu cenilca/ according to the price list / invoice by the appraiser
11 Hramba listin.	Safekeeping of documents	20 €
12 Hramba sredstev na fiduciarnem računu.	Keeping funds on the escrow account	30 € na polog/ per deposit
13 Sodelovanje na licitacijah.	Participation in auctions	po dogovoru/ negotiable
14 Izdelava prevodov in overitev prevodov.	Translations and certification of translations	po računu prevajalca according to the price list / invoice by the translator
15 Zastopanje naročnika v davčnem postopku. Pridobitev EMSO in davčne številke za tuje državljane.	Representing the client in tax procedure / Acquiring personal identity number and tax number for a foreign citizen	80 € / 20€
16 Stroški fotografiranja s strani posrednika in po lastni presoji posrednika so vključeni v provizijo. Fotografiranje na posebno željo naročitelja se zaračuna posebej. Najem fotografa se zaračuna posebej.	Photography costs: At the discretion of the Agency, the photography costs are included in the commission, however, when specifically ordered by the client, it is charged separately.	25 €/h ali po ceniku/računu fotografa
17 Izdelava energetske izkaznice - zaračunamo meritve nepremičnine, nato za nas podjetje, ki izdaja energetske izkaznice, le-to izda po svojem ceniku.	Energy Card issuing - we charge for measurement of the property, than a certified company issues the Energy Card according to their pricelist.	60 € + račun izdajatelja energ. izk.
18 Stroški tekstopisja, lektoriranja po lastni presoji posrednika so vključeni v provizijo, storitvi na posebno željo naročitelja se zaračuna posebej.	Copywriter, language editor costs: At the discretion of the Agency, the costs are included in the commission, however, when specifically ordered by the client, it is charged separately.	po ceniku/računu izvajalca
19 Odvetniške storitve, notarske storitve.	Lawyer's services, notary's services	po ceniku/računu odvetnika, notarja according to the price list /invoice by the notary / lawyer
20 Pomoč naročitelju pri overitvi pogodbe, odjavi ali prijavi elektro-distribucijskemu podjetju, sestava primopredajnega zapisnika ipd. - te storitve so predmet dobrih poslovnih običajev in jih posrednik posebej ne zaračunava, če se z naročiteljem predhodno ne dogovorita drugače	Helping the client in certifying the contract, deregistration or registration at the company for the distribution of electricity, drawing up hand-over record, and similar, is the subject of good commercial practice and the real estate agency does not charge them separately, save otherwise agreed by the client.	

Na skupno višino storitev v točkah 1-20 se obračuna in plača 22 % DDV.  
The services listed in points 1 to 20 are subject to 22% value added tax.

V Bohinjski Bistrici, dne 1. 4. 2018  
Done at Bohinjska Bistrica, on 1. 4. 2018

direktor/director,  
Alfred George Moolman

