



ABC NEPREMIČNINE agencija za posredovanje nepremičnin, d.o.o., Tivolska cesta 48, 1000 Ljubljana, E-mail address: abc@abc.si, Registry number: 5967538 (hereinafter referred to as: the **Real estate company**), represented by its Director Andrej Kuplenk, has laid down the following General Terms and Conditions:

General terms and conditions of providing brokerage services in real estate transactions

1. General provisions

- 1.1. These Terms and Conditions govern the legal relationship between the Real estate company and the client for providing brokerage in real estate transactions.
- 1.2. These Terms and Conditions are an integral part of each brokerage contract concluded by the Real estate company with the client.
- 1.3. If the brokerage contract contains rules, which are in conflict with these Terms and Conditions, the special rules of the brokerage contract apply.

2. Definition of terms

The terms used in these Terms and Conditions, shall mean:

- 2.1. **The real estate broker** is a natural person, who carries out brokering for the Real estate company on the basis of an employment contract or other legal basis and the license acquired by the competent ministry for the provision of brokerage, and is entered in the real estate brokers directory at the competent ministry.
- 2.2. The **client** is a natural or legal person concluding a brokerage contract with the Real estate company, and for which the Real estate company provides services of brokerage in real estate transactions.
- 2.3. The **third person** is a person who the Real estate company is trying to get in touch with the client, in order to negotiate among themselves the conclusion of the real estate contract.
- 2.4. The **client's immediate family members** are the client's spouse or the person with whom the client is cohabiting, in accordance with the regulations on marriage and family relations, as well as their children or adoptees, adoptive parents, and persons he is legally obliged to support.
- 2.5. The **brokerage contract** is a written contract between the Real estate company and the client, and with which the Real estate company undertakes to find a third person and get in touch with the client who in order to negotiate among themselves the conclusion of the Real estate contract, which is the subject of brokerage, while the client undertakes to pay the Real estate company compensation for brokerage services, if the real estate contract shall be concluded.
- 2.6. The **real estate contract** is a contract of sale, rental, lease or other method of disposal with the real estate, negotiation of which is the subject of the brokerage contract.
- 2.7. The **real estate** signifies the real estate, brokerage in the sale, rental, leasing or some other means of managing the real estate, which is the subject of the brokerage contract.
- 2.8. The **commission** is a compensation payment to which the Real estate company is entitled for the brokerage services rendered.

3. Brokerage services

- 3.1. The real estate company provides brokerage services for the conclusion of the following real estate contracts:
 - 3.1.1 the contract of sale or purchase of real estate,
 - 3.1.2 the contract of hire or lease, and
 - 3.1.3 other contracts, the subject of which is any other form of disposal with real estate.

The fundamental obligation of the Real estate company in the course of brokerage is to undertake to find and get a third person in contact with the client in order to negotiate among themselves the conclusion of the contract, which is the subject of brokerage.

- 3.2. Brokerage services described in section 3.1 include the following activities carried out by the Real estate company on behalf of the client, if and to the extent necessary depending on the type of the real estate contract that is subject to brokerage, the characteristics of the real estate and other circumstances:

- 3.2.1. acceptance of brokerage order;
- 3.2.2. identifying the client with access to the personal documents and public records;
- 3.2.3. obtaining contact information about the client for the purpose of placing him in contact with the third party (personal name / company name, address / head office, phone, fax, email, etc);
- 3.2.4. obtaining personal data and identification data of the client or a third party for the preparation of contract recording the subject of which is the real estate (personal name / company name, address / seat, personal identification number / registration number, tax number, personal account or transaction account number);
- 3.2.5. preparing the brokerage contract on real estate transactions by setting the scope of the brokerage services, the proposal of the amount of the brokerage commission, payment terms and other components in accordance with the law governing real estate brokerage;
- 3.2.6. explanation of the market conditions, relevant to the determination of the price of real estate or rental to the client and the third party;
- 3.2.7. informing the client and the third party on the content of the regulations, which are important for a valid conclusion of the Real estate contract;
- 3.2.8. informing the client and the third party about the amount and type of tax liabilities, the potential costs of notarial tasks, the cost of land registration and any other expenses in connection with the conclusion or fulfillment of the Real estate contract;
- 3.2.9. determining the actual condition of the real estate by carefully examining the real estate;
- 3.2.10. determining the legal status of the real estate on the basis of information from official records and public books (in particular the land registry, land cadaster, building cadaster or, if the real estate is not registered in the land registry on the basis of documents which show the existence of property rights, other rights in rem and obligation rights, and other legal facts);
- 3.2.11. informing the client and third parties about manifest factual errors and errors of law identified in the examination of the factual and legal conditions of the real estate;
- 3.2.12. informing the client and the third party on the risks arising from unregulated legal status of the real estate, in particular the rights that restrict the ownership of the real estate, or regulatory restrictions
- 3.2.13. the preparation of appropriate advertising strategies and the implementation of the usual advertising of the real estate;
- 3.2.14. acquainting the third party with the real estate and the key characteristics of the real estate, arranging and conducting tours, organizing meetings between the client and the third party, providing the contact details, identified in the

brokerage contract by the individual provided to whom the data relate, to the third party and the client, where both show a serious interest in the negotiation for concluding the Real estate contract, which is the subject of the brokerage;

- 3.2.15. real-time and updated telephone, written and online communication with the client and third parties, and prompt informing of the client in respect of brokerage services rendered in real estate transactions;
 - 3.2.16. participation in the negotiation of the Real estate contract, which is subject to the brokerage;
 - 3.2.17. representation in tax proceedings for the tax assessment of the tax on real estate transactions, if the Real estate company is authorized by the client or the third party for such presentation;
 - 3.2.18. organization of notarial authentication of the signature on the document, which contains the vendor's land register permission, issued on the basis of the Real estate contract.
- 3.3. The commission also includes compensation for the operations referred to in Section 3.2 of these Terms and Conditions, apart from the costs referred to in Section 6.1 of these Terms and Conditions.

4. Additional services and price list

- 4.1. The Real estate company, in addition to brokerage services referred to in Section 3.1 of these Terms and Conditions, shall carry out additional services for the client or a third party, under the conditions set out in Sections 4.1 to 4.10 of these Terms and Conditions.
- 4.2. Based on the orders of the client or the third party, the Real estate company shall prepare the text of the contract, which is subject to the brokerage, or other contracts in real estate transactions, which shall be drawn up by a graduate lawyer or an attorney, with the content, which has been agreed upon by the client and the third party. Prices for this service are:
 - 4.2.1 Preparation of the text of the contract _____ 800 EUR
 - 4.2.2 Preparation of the text of a preliminary contract _____ 600 EUR
 - 4.2.3 Modification of the text of the contract or preliminary contract, or the composition of the text of the addendum to the contract or preliminary contract on the basis of subsequent agreements of the parties _____ 400 EUR
- 4.3. If the client and the third party agree that the Real estate company shall carry out custodial services on their behalf, the Real estate company shall carry out these services at the following prices:
 - 4.3.1. safekeeping of original notarised documents, or other documents relating to the Real estate contract _____ 50 EUR;
 - 4.3.2. safekeeping of cash in fiduciary cash account in accordance with Section 8.2 of these Terms and Conditions, the subject of which is the storage of a deposit or other payments in connection with the Real estate contract _____ 50 EUR.
- 4.4. Based on the orders of the client or the third party, the Real estate company in the process of obtaining permits, licenses and other documents necessary for the conclusion of the brokerage contract carries out those services at the following prices:
 - 4.4.1. obtaining location information _____ 30 EUR
 - 4.4.2. obtaining a certificate of eligible use _____ 30 EUR
 - 4.4.3. obtaining cadastral plan _____ 30 EUR
 - 4.4.4. obtaining a certificate of pre-emptive right _____ 30 EUR
 - 4.4.5. obtaining an extract from the land register with a certificate of the court or notary _____ 20 EUR
 - 4.4.6. representation in proceedings relating to the approval of the legal transaction _____ 150 EUR
- 4.5. Real estate company performs these services for the client at a price agreed upon at the order of these services on the basis of the offer of the Real estate company:
 - 4.5.1. obtaining reports on the value of the real estate made by a certified appraiser of real estate or judicial expert;
 - 4.5.2. obtaining the energy performance certificates.
- 4.6. Based on the orders of the client or a third party the Real estate company also performs these services, at the following prices:
 - 4.6.1 participating in the rendition and the handing over of the real estate to the seller or the tenant, which includes

examination and the checking of status, reading of meters, drawing-up of handover note and the informing of suppliers on the change of the client _____ 200 EUR

- 4.6.2. checking the condition of the real estate leased, during the lease term, which includes the entire correspondence with the tenant relating to the lease and the preparation and submission of reports to the landlord _____ 50 EUR for every period agreed in the order of the service;
 - 4.6.3. checking the condition of the real estate leased at the end of the lease, which includes examining and verification of status, as well as the reading of meters _____ 100 EUR
- 4.7. If not otherwise specified in the brokerage contract, the commission does not include the price of the additional services referred to in Section 4 of these Terms and Conditions.
- 4.8. If it is necessary to perform additional services outside Ljubljana, the Real estate company is also entitled to reimbursement of mileage in the amount of €0.37 for each kilometer traveled.
- 4.9. Prices for additional services do not include the costs referred to in Sections 4.8. and 6.1 of these Terms and Conditions.
- 4.10. The Real estate company has the right to charge the price for additional services, even if the Real estate contract which is subject to brokerage has not been concluded due to the reasons attributable to the client or the third party.

5. Commission

- 5.1. The amount of the commission is determined by the Real estate company and the client in the brokerage contract.
- 5.2. If not otherwise specified in the brokerage contract, the amount of commission equals to:
 - 5.2.1. if the subject of brokerage is the sale or purchase of real estate: the amount of 4% from the price agreed upon in the Real estate contract;
 - 5.2.2. if the subject of brokerage is rent or lease of real estate: the amount of two monthly payments agreed in the real estate contract.
- 5.3. The commission does not include value added tax ('VAT'), therefore at the invoice date the commission shall be increased by the amount of VAT.
- 5.4. If the Real estate company does not carry out some of the activities referred to in Section 3.2 of these Terms and Conditions, because that was not necessary regarding the circumstances of the case, or at the express wish of the client, the client has no right to claim a reduction of the commission.
- 5.5. The commission does not include the costs referred to in Section 6.1 of these Terms and Conditions.
- 5.6. The Real estate company acquires the right to commission with the conclusion of the real estate contract, which was subject of brokerage.
- 5.7. The Real estate company cannot claim any payment of commission before the conclusion of the real estate contract, which was subject of brokerage.
- 5.8. The Real estate company is entitled to demand a commission from the client on the basis of concluded brokerage contract, if not otherwise stated in Sections 5.9 or 5.10 of these General Terms and Conditions.
- 5.9. If the Real estate company acted as broker for the conclusion of the Real estate contract for both parties, based on the brokerage contract entered into by both parties of the Real estate contract, it is entitled to demand half of the commission from each of the parties.
- 5.10. If the client and the third party in the Real estate contract agree to share the costs arising from the commission, so that each of them pays the broker a part of the commission, the Real estate company is entitled to demand from the third party to pay that part of the commission, for which it was agreed in the Real estate contract to be paid by the third party. From the client, it is entitled to demand the payment of the remaining part of the commission.
- 5.11. The Real estate company has the right to the full commission even if the client or the third party subsequently withdraws from already concluded Real estate contract.
- 5.12. The Real estate company, in accordance with the law governing real estate brokerage, is entitled to commission even when the client or his close family member conclude the Real estate contract with the third party, which contacted the client with the help of the Real estate company.

6. Reimbursement of expenses

- 6.1. The Real estate company is entitled to reimbursement of the cost of notary services, taxes, legal and administrative fees, fees for the certificates and authorizations required to conclude a valid Real estate contract or a certified signature of the transferor in the land register authorization, which have incurred in performing services under the brokerage contract, or in provision of additional services referred to in Section 4 of these Terms and Conditions.
- 6.2. The Real estate company is entitled to reimbursement of other costs in addition to the costs referred to in Section 6.1 of these Terms and Conditions only if this is expressly agreed upon in the brokerage contract.
- 6.3. The Real estate company is entitled to reimbursement of the costs referred to in Sections 6.1 and 6.2 of these Terms and Conditions, even if the Real estate contract has not been concluded.
- 6.4. For the payment of the costs referred to in Sections 6.1 and 6.2 of these Terms and Conditions, Sections 5.8, 5.9 and 10.5 of these Terms and Conditions shall apply mutatis mutandis.

7. Protection of the interests of the client and impartiality in brokerage

- 7.1. The Real estate company shall comply with the interests of the client in the performance of brokerage services and shall acquaint the client in a suitable manner with all the circumstances that are important for the realization of his interests.
- 7.2. The Real estate company shall inform the client clearly and in writing, of the potential conflicts between the interests of the client and the interests of the Real estate company or other clients, for which the Real estate company is providing brokerage services in real estate transactions.
- 7.3. The Real estate company shall, when providing brokerage services, protect the interests of both the client and the third party, who was introduced to the client by the Real estate company, impartially, , except in the case of express agreement on the exclusive representation of the client's interests.
- 7.4. If the Real estate company, pursuant to an agreement with the client or investor, exclusively represents the client's interests during brokerage, it must inform the third party, which got in contact with the client by the help of the Real estate company, duly and in writing that it acts as an agent of the client and not as an intermediary.

8. Receiving money in trust and the method of payment for brokerage services

- 8.1. The real estate agent is not authorized to accept money on behalf of the client or third parties, neither in order to hand it over to the Real estate company for safekeeping, nor on the basis of payment of commission or reimbursement of expenses. Therefore, the delivering of monies to the real estate agent does not have the effect of safekeeping or payment in relation to the Real estate company.
- 8.2. If the Real estate company pursuant to an agreement between the client and the third party, and in relation to the Real estate contract, provides custody services for the safekeeping of monies, it shall be deemed that the money was accepted to be stored by the Real estate company only if the amount in question is paid for the benefit of its **fiduciary account number SI56 30000-0115002072** opened with Sberbank d.d.
- 8.3. Payment based on commission or reimbursement of the cost of the Real estate company, shall be carried out by the client or the third party via the transfer for the benefit of its **transaction account number SI56 30000-0015002056** opened with Sberbank d.d.

9. Other obligations of the client

- 9.1. The client shall submit to the Real estate company all the available documentation relating to the real estate which is the subject of brokerage.
- 9.2. The client guarantees the truthfulness, accuracy and completeness of the information or documentation supplied to the Real estate company.
- 9.3. The client shall notify the Real estate company in writing within eight days of any change in their interests (selling price, moving-in-date of the real estate, etc.) and of any change in the factual or legal status of the real estate.
- 9.4. If the client markets the real estate himself or through another real estate company or any other person, he shall market it under the same conditions as those agreed in the brokerage contract;

9.5. If the client himself or through another real estate company finds a third person with whom he concludes a Real estate contract or preliminary contract, he shall provide written notification to the Real estate company no later than within 8 (eight) days from the conclusion of such a contract or preliminary contract.

9.6. If the client and the Real estate company conclude an exclusive brokerage contract, the client shall not conclude a brokerage contract regarding the same property with another real estate company during the term of this contract, or advertise or perform through any other person any other activities that are subject of the brokerage services under the exclusive brokerage contract.

10. Unfair practices of the client

10.1 The client shall reimburse the Real estate company for all damage incurred as a result of client's breach of contractual obligations.

10.2. As a serious breach of brokerage contract shall be deemed the following actions of the client:

10.2.1. the client prevents the Real estate company without compelling reasons to carry out guided tours of the real estate;

10.2.2. the client violates the agreement on exclusive brokerage contract in the case mentioned in Section 9.6 of these Terms and Conditions;

10.2.3. the client alone or with other real estate companies, markets the real estate under more favorable terms than those agreed in the brokerage contract;

10.2.4. the client does not inform or does not inform in time the Real estate company about the conclusion of the Real estate contract or preliminary contract with the third party which he finds himself or through other agencies;

10.2.5. the client, contrary to good faith and honesty, does not accede to the negotiation for concluding a contract, or without good reason refuses to conclude a contract, the subject of which is the real estate, with the third party, with which he was brought into contact by the Real estate company;

10.2.6. The client passes on the information and data which are confidential and are considered as a business secret.

11. Right to obtain information

11.1. If the client withdraws from the brokerage contract or if the brokerage contract is terminated due to the passage of time, the Real estate company is entitled to make inquiries, if the client or his close family members after the termination of the brokerage contract concluded a Real estate contract with a third party with which they were brought into contact by the Real estate company.

12. The obligations under the law on prevention of money laundering and terrorist financing

12.1. The Real estate company, in accordance with the Law on prevention of money laundering and terrorist financing in the conclusion of business relationships and transactions over the statutory amount, as well as in other cases stipulated by the regulations, is required to carry out due diligence inspection of the client (the client or the third party), which includes:

12.1.1. identifying and verifying the identity of the client;

12.1.2. determining the actual owner of the client, if the customer is a legal person;

12.1.3. obtaining information on the purpose and intended nature of the business relationship or transaction, and other data pursuant to the law;

12.1.4. regular and diligent monitoring of business activities carried out by the client through the Real estate company.

12.2. The Real estate company shall, in order to fulfill its obligations under Section 12.1 of these Terms and Conditions, obtain and verify (including the disclosure of the identity document) the following personal data the client or his representative:

12.2.1. personal name

12.2.2. address of permanent or temporary residence,

12.2.3. date and place of birth,

12.2.4. tax identification number, and

12.2.5. the number, type and name of the issuer of the official identity document.

13. Protection, processing and use of personal and confidential data

- 13.1. All information and data acquired by the client from the Real estate company are confidential and are subject to professional secrecy, except for information and data that are publicly available.
- 13.2. Due to fulfillment of obligations under the brokerage contract and the obligations from Section 12.1 of these Terms and Conditions, the Real estate company is entitled to, in accordance with the regulations governing the identity card and travel documents, access and copy the data of the identity document (personal name, address of permanent or temporary residence, date and place of birth, tax number, personal identification number and the number, type and name of the issuer of the official identity document).
- 13.3. If demanded by the nature of each transaction (for example, authentication of the signature of the client or the third party), the Real estate company is entitled, on the basis of written consent of the holder from which the predetermined purpose is visible, to photocopy the identity document of the holder. The Real estate company shall indicate on the photocopy of the document:
- 13.3.1. that it is a photocopy,
- 13.3.2. its name,
- 13.3.3. expressly stated purpose of photocopying,
- 13.3.4. the legal basis for photocopying – clearly visible written consent of the holder of the identity document.
- 13.4. The Real estate company undertakes not to continue copying the identity document of the client or the third party. The Real estate company is not allowed to keep a copy of the identity document in electronic form.
- 13.5. The Real estate company is committed to protect all personal information in accordance with the rules on personal data protection. Personal data will be used only for the purpose of the establishment, implementation, modification and termination of the

brokerage contract and the Real estate contract. For any use of personal data for other purposes, the Real estate company shall previously obtain a written consent of the client.

14. Duration and termination of the contract

- 14.1. The brokerage contract is concluded for a fixed period of nine months, unless the parties agree to a shorter time.
- 14.2. After the expiry of the period referred to in the preceding Section the parties may conclude a new brokerage contract.
- 14.3. Contract terminates:
- 14.3.1. with the expiry of the period for which it was concluded,
- 14.3.2. upon withdrawal from the brokerage contract,
- 14.3.3. upon fulfillment of the brokerage contract, and
- 14.3.4. in other cases provided by law.
- 14.4. Any party may at any time withdraw from the brokerage contract, if it is not contrary to good faith and honesty. The other party shall be informed about the cancellation:
- 14.4.1. by registered mail to the address of the party, stated in the brokerage contract, or
- 14.4.2. electronically via e-mail to the e-mail address of the party indicated in the brokerage contract.

15. Validity and publication of the general conditions

- 15.1. General terms and conditions shall apply from the 31st of July 2015.
- 15.2. They are published in the premises of the Real estate company and on its website: www.abc-nepremicnine.si

ABC NEPREMIČNINE d.o.o.
Director Andrej Kuplenk

ZAVAROVALNICA TRIGLAV, d.d.
MIKLOŠIČEVA CESTA 19, LJUBLJANA
ID št. ZA DDV SI80040306
WWW.TRIGLAV.SI

**Polica za zavarovanje odgovornosti**Številka police: **OD40100654353**

Območna enota: **OE Ljubljana**
Zamenjava police št: 0182022936 -|-

Dogovorjene zavarovalne podvrste: onp
Začetek zavarovanja – datum in ura: 19.06.2015, 24:00
Potek zavarovanja: 19.06.2019
Zapadlost premije vsako leto dne: 19.06.

Zavarovalec: **ABC NEPREMIČNINE, D.O.O., TIVOLSKA CESTA 48, 1000 LJUBLJANA, DŠ: 41093585**
Zavarovanec: **ABC NEPREMIČNINE, D.O.O., TIVOLSKA CESTA 48, 1000 LJUBLJANA, DŠ: 41093585**

Zavarovalec je seznanjen, da je ta pogodba sklenjena po splošnih pogojih in klavzulah: Splošni pogoji za zavarovanje poklicne odgovornosti PG-opo/14-11 Posebni pogoji za zavarovanje poklicne odgovornosti nepremičninskih posrednikov PG-opo-onp/07-2; Klavzula za valorizacijo zavarovalnih vsot KL-ZA-val/99-1; Klavzula o izključitvi terorističnih dejanj KL-ZA-teror/02-1.

Vsi donami zneski so izraženi v EUR, če ni drugače navedeno.

Zap. št.	Šifra	Zavarovalna vsota	Prem. st.	Zavarovalna premija
1. Zavarovalni kraj: Zavarovanje na območju držav članic EU				
1.1. Predmet: Poklicna odgovornost - letni agregat: 700.000,00 EUR, število zaposlenih: 7				
1.1.1.	onp11A1	Odgovornost nepremičninskih posrednikov	350.000,00	4.991,00