

Splošni pogoji poslovanja pri posredovanju v prometu z nepremičninami

General Terms and Conditions of Real Estate Agency Services

ki jih je sprejela družba SiPD d. o. o. na podlagi Zakona o nepremičninskem posredovanju (Uradni list RS, št. 72/06 – uradno prečiščeno besedilo, 49/11 in 47/19)

kot sledi:

1. UVODNE DOLOČBE

1.1. 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.

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

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

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

1.5. Nepremičninska družba je sprejela zavezo o spoštovanju Kodeksa dobrih poslovnih običajev v prometu z nepremičninami, ki ga je dne 30. 8. 2011 sprejelo Združenje družb za nepremičninsko posredovanje pri GZS – Zbornici za poslovanje z nepremičninami.

2. POMEN IZRAZOV

V teh Splošnih pogojih uporabljeni izrazi imajo naslednji pomen:

- a) **Nepremičninska družba** je družba SiPD, nepremičnine in razvoj, d.o.o.
- b) **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

adopted by company SiPD d. o. o. pursuant to Real Estate Agencies Act (Official Gazette of the Republic of Slovenia, no. 72/06 - official consolidated text, 49/11 and 47/19)

as follows:

1. INTRODUCTORY PROVISIONS

1.1. General Terms and Conditions of Real Estate Agency services (hereinafter: "**General Terms and Conditions**") regulate legal relations between SiPD d.o.o. (hereinafter: "**Real Estate Agency**") and the Client.

1.2. The relevant General Terms and Conditions are an integral part of each Agency Contract concluded between the Real Estate Agency and the Client.

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

1.4. If an Agency Contract contains provisions contrary to the General Terms and Conditions or the price list, the provisions of the agency contract shall prevail.

1.5. The Real Estate Agency has committed to respect the Code of good practices 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.

2. DEFINITION OF TERMS

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

- a) **Real Estate Agency** shall mean company SiPD, nepremičnine in razvoj, d.o.o.
- b) **Real Estate Agent** is a natural person, who carries out agency activities for the Real Estate Agency under employment contract or on another legal basis, and who has obtained the necessary licence from the competent ministry for carrying out agency activities,

imenik nepremičninskih posrednikov pri pristojnem ministrstvu.

- c) **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 predpogodb oziroma pogodb, katerih predmet je določena nepremičnina (kot so kupna, prodajna, najemna, zakupna ali druga pogodba za določeno nepremičnino).
- d) **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.
- e) **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.
- f) **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, njihovi otroci oziroma posvojenci, starši in posvojitelji ter osebe, ki jih je naročitelj po zakonu dolžan preživljati.
- g) **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 pogodbe, katere predmet je nepremičnina, naročitelj pa se zavezuje, da bo nepremičninski družbi plačal plačilo za posredovanje, če bo predpogodba / pogodba sklenjena, in morebitne dodatne ostale storitve v skladu z dogovorom.
- h) **Pogodba, katere predmet je nepremičnina**, je pogodba o prodaji, nakupu, oddaji, najemu ali zakupu nepremičnine, pri sklenitvi katere posreduje nepremičninska družba.
- i) **Nepremičnina** je v pogodbi o posredovanju opredeljena nepremičnina.

and is entered in the register of real estate agents, established at the competent ministry.

- c) **Real Estate Agency Services** shall mean the pursuit of registered profit-making agency activities in real estate commerce, where an individual Real Estate Agency Service shall include all activities related to establishing contact between the Client and the Third Person, and negotiations and preparations for the conclusion of preliminary contracts and/or 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).
- d) **Client** shall mean a natural person or a legal entity who / which concludes an Agency Contract with the Real Estate Agency and for whom / which the Real Estate Agency provides Real Estate Agency Services.
- e) **Third Person** is a person whom the Real Estate Agency aims to put in contact with the Client in order to negotiate conclusion of a Contract regarding the Real Estate.
- f) **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 regulations, their children or adopted children, parents and adoptive parents, and the persons, the Client is obliged to support under law.
- g) **Agency Contract** is a written contract concluded between the Real Estate Agency and the Client, pursuant to which the Real Estate Agency commits to endeavour to find a Third Person and make contact with the Client in order to negotiate conclusion of a Contract regarding the Real Estate, and the Client undertakes to pay the Real Estate Agency an agency fee in case the preliminary contract / contract is concluded, and potential additional services, as agreed beforehand.
- h) **Contract regarding the Real Estate** is a contract on the sale, purchase, renting or leasing of Real Estate in regard to which the Real Estate Agency provides agency services.
- i) **Real Estate** is the real estate defined in the Agency Contract.

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.

Storitve posredovanja v prometu z nepremičninami zajemajo opravljanje dejanj pri vzpostavljanju stikov za naročitelja, preverjanju stanja nepremičnine ter pri pogajanjih in pripravah za izvedbo pravnih poslov, ki so potrebna za sklenitev pravno veljavne pogodbe za določeno nepremičnino, zlasti naslednja dejanja:

- sklenitev pogodbe o posredovanju;
- seznanjanje naročitelja in tretje osebe s tržnimi razmerji, pomembnimi za določitev cene nepremičnine, vsebino predpisov, ki so pomembni za sklenitev pogodbe o posredovanju, višino davčnih obveznosti stranke in s cenami notarskih storitev;
- ugotavljanje pravnega stanja nepremičnine s pridobitvijo listin o nepremičnini (izpisek iz zemljiške knjige), pogodb (če nepremičnina še ni vpisana v zemljiško knjigo) in podobno;
- pisna opozorila, obvestila, potrdila;
- ogled nepremičnine po sklenitvi pogodbe o posredovanju;
- oglaševanje prodaje nepremičnine v sredstvih javnega obveščanja ali na drug način;
- prisotnost pri ogledu nepremičnine na strani naročitelja;
- ugotavljanje dejanskega stanja nepremičnine;
- seznanjanje naročitelja z ugotovljenim pravnim in dejanskim stanjem nepremičnine in zanesljivo opozarjanje na ugotovljene napake;
- telefonsko komuniciranje s strankami;
- sodelovanje pri pogajanjih za sklenitev posla v zvezi z nepremičnino.

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 iz strani nepremičninske družbe. V nasprotnem primeru se šteje, da je naročitelja v stik s tretjo osebo spravila nepremičninska družba na podlagi te pogodbe.

3. AGENCY SERVICES

3.1. Real Estate Agency provides Real Estate Agency Services in connection with the following:

- sale or purchase of Real Estate;
- renting or leasing;
- other Contract regarding the Real Estate.

Real Estate Agency Services encompass activities aimed at establishing contacts for the Client, checking the Real Estate status, negotiating and preparations for execution of legal transactions, necessary for conclusion of legally valid contract for an individual Real Estate, in particular the following activities:

- conclusion of Agency Contract;
- acquainting the Client and Third Person with market dimensions that are important for determining the price of Real Estate, content of regulations that are important for a valid conclusion of Agency Contract, tax liabilities of the Client and the prices of notary services;
- determining the status of Real Estate by obtaining documents regarding Real Estate (land registry extract), contract (if Real Estate is not entered into the land registry yet) and similar;
- written warnings, notices, confirmations;
- inspection of Real Estate after the conclusion of the Agency Contract;
- advertising the sale of Real Estate in public media or in other manner;
- participation in the inspection of the Real Estate on behalf of the Client;
- determining the actual state of the Real Estate;
- acquainting the Client with the determined legal and actual status of Real Estate and a reliable warning of the identified errors;
- telephone communication with customers;
- participation in negotiations for the conclusion of the transaction regarding the Real Estate.

3.2. In case Real Estate Agency establishes contact between the Client and a Third Person 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

4. DODATNE STORITVE

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

4.2. Kot dodatne storitve se štejejo zlasti:

- priprava predpogodbe in pogodbe, katere predmet je nepremičnina;
- zastopanje v postopkih pridobivanja soglasij, dovoljenj in drugih dokumentov, ki so potrebni za sklenitev pogodbe, katere predmet je nepremičnina;
- organizacija cenitve nepremičnine;
- zastopanje v davčnih postopkih;
- urejanje pravnega stanja nepremičnine;
- organizacija notarskih storitev;
- organizacija odvetniških storitev;
- organizacija izdelave prevodov listin in overitev prevodov;
- hramba denarnih sredstev na fiduciarnem računu;
- hramba listin;
- sodelovanje na licitacijah;
- pridobivanje EMŠO in davčne številke za tujega državljana;
- izdelava energetske izkaznice.

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 v prometu z nepremičninami nepremičninska družba in naročitelj dogovorita s pogodbo o posredovanju.

5.2. Plačilo za posredovanje v prometu z nepremičninami 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.

and the Third Person.

4, ADDITIONAL SERVICES

4.1. Real Estate Agency may provide other services for the Client when so agreed in the Agency Contract or annex to the Agency Contract or with a special order which is regarded as an amendment to the Agency Contract.

4.2. Additional services include mainly the following:

- preparing preliminary contract and Contract regarding the Real Estate;
- representation in procedures for obtaining consents, permits and other documents required for conclusion of the Contract regarding the Real Estate;
- organisation of evaluation of the Real Estate;
- representation in tax procedures;
- arranging legal status of the Real Estate;
- organisation of notary services;
- organisation of attorney services;
- organisation of document translation and certification of translations;
- keeping of funds on escrow account;
- safekeeping of documents;
- participation in auctions;
- acquiring personal identity number and tax number for a foreign citizen;
- preparation of energy certificate.

4.3. Prices of additional services are laid down in the Real Estate Agency price list.

4.4 Real Estate Agency is entitled to the payment for additional services when the additional services have been rendered, also in case the Contract regarding the Real Estate has not been concluded.

5. PAYMENT FOR AGENCY SERVICES

5.1. The Real Estate Agency and the Client shall agree on the amount of the payment for Real Estate Agency services with an Agency Contract.

5.2. The payment for Real Estate 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. 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 storitve posredovanja v prometu z nepremičninami.

5.4. V plačilo za posredovanje v prometu z nepremičninami 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 v prometu z nepremičninami, ko je sklenjena pogodba, pri sklenitvi katere je posredovala.

5.6. Nepremičninska družba ne more zahtevati niti delnega plačila za posredovanje v prometu z nepremičninami pred sklenitvijo pogodbe, katere predmet je nepremičnina.

5.7. Plačilo za posredovanje v prometu z nepremičninami nepremičninska družba zaračuna naročitelju na podlagi sklenjene pogodbe o posredovanju.

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

5.9. Nepremičninska družba ima pravico do plačila za posredovanje v prometu z nepremičninami tudi v primerih, ko naročitelj oziroma njegov ožji družinski član sklene pogodbo, katere predmet je nepremičnina, s tretjo osebo, s katero je naročitelja spravila v stik nepremičninska družba oziroma nepremičninski posrednik, ali njenim ožjim družinskim članom, in je bila ta pogodba sklenjena v času trajanja pogodbenega razmerja ali šest (6) mesecev po preteku pogodbenega razmerja z nepremičninsko agencijo.

6. POVRNITEV STROŠKOV

V primeru enostranskega odstopa od pogodbe o posredovanju s strani naročitelja pred potekom pogodbenega razmerja ali v primeru sklenitve pogodbe s tretjo osebo, s katero je vzpostavil stik naročitelj sam, se naročitelj zaveže nepremičninski družbi poravnati vse

5.3. In case Real Estate Agency does not render any of the services under point 3 of these General Terms and Conditions because they are unnecessary due to the circumstances of an individual transaction, or if the Client explicitly requires it, the Client cannot request lower payment for Real Estate Agency Services.

5.4. Payment for Real Estate Agency services does not include the costs of notary services, evaluations, translations, lawyer's and attorney's services, taxes, court and administrative fees, fees for certificates and permits required for valid conclusion of the contract, or costs of additional services listed in point 4 of these General Terms and Conditions.

5.5. Real Estate Agency shall be entitled to payment for Real Estate Agency Services when the contract, in relation to which Real Estate Agency Services were provided, has been concluded.

5.6. Real Estate Agency may not demand any payment, not even partial, for Real Estate Agency Services before conclusion of the Contract regarding the Real Estate.

5.7. Real Estate Agency charges the payment of Real Estate Agency Services to the Client on the basis of a concluded Agency Contract.

5.8. Real Estate Agency shall be entitled to the full payment also in case the Client or a Third Person subsequently withdraws from the Contract regarding the Real Estate.

5.9. Real Estate Agency shall be entitled to payment for Real Estate Agency Services also in case when the Client or Client's Immediate Family Member concludes a Contract regarding the Real Estate, with a Third Person or its immediate family member, whom the Real Estate Agency or the Real Estate Agent helped to establish contact with the Client, and when such contract is concluded during the contractual period or six (6) months after the expiry of the contractual relationship with the Real Estate Agency.

6. REIMBURSEMENT OF COSTS

In case of unilateral withdrawal from the Agency Contract by the Client prior to the expiry of the contractual period or in case of conclusion of a contract with a Third Person, with whom the Client entered into contact by itself, the Client shall be obliged to pay to the

dejanske stroške, ki so nastali v zvezi z opravljanjem storitev posredovanja, v znesku, ki ne presega 150 EUR, kot tudi izvesti plačilo za dodatne storitve, ki jih je posrednik do tistega trenutka že opravil (npr. izdelava predpogodbe). Če pa je naročitelj ob tem ravnal v slabi veri oziroma nepošteno, je dolžan plačati celotno plačilo za posredovanje v prometu z nepremičninami.

7. VAROVANJE INTERESOV NAROČITELJA IN TRETJE OSEBE

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 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

Real Estate Agency all actual costs incurred in connection with the execution of the Real Estate Agency Services in the amount not exceeding EUR 150, as well as pay for the additional services, which were performed by the Real Estate Agency prior to this moment (e.g., preparation of pre-agreement). In case the Client acted in bad faith or in an unfair way, it shall be obliged to pay full payment of Real Estate Agency Services.

7. SAFEGUARDING THE CLIENT'S AND THIRD PERSON'S INTERESTS

7.1. In provision of Real Estate Agency Services the Real Estate Agency shall be obliged to appropriately inform the Client about all 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 Person that it helped the Client to make contact with, in order to conclude the Contract regarding Real Estate, and act in an unbiased way.

7.3. When pursuant to a written agreement with the Client the Real Estate Agency represents only the Client's interests, it shall notify in writing the Third Person, who it helped to make contact with the Client, that it is acting as a representative and not as an agent.

7.4. When the Real Estate Agency provides Real Estate Agency Services for a Client who wishes to remain anonymous, the Real Estate Agency is not obliged to disclose to the Third Person, who wishes to enter into a legal transaction with the Client, the identity of the Client, until conclusion of the Contract regarding Real Estate.

8. ESCROW ACCOUNT

Real Estate Agency may accept from the Client or a Third Person funds to be deposited in relation with the conclusion of a Contract regarding Real Estate provided the Real Estate Agency has concluded a contract with a bank about operating an escrow account, and provided the Client or a Third Person authorizes the Real Estate Agency in writing.

9. LIABILITY INSURANCE

Real Estate Agency has taken out liability insurance for the damage caused to the Client or a Third Person by breaching the Agency Contract. The respective insurance

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 in višina zavarovalne vsote 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 kogar koli 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 drugimi nepremičninskimi družbami.

12. DRUGE OBVEZNOSTI NAROČITELJA

12.1. Naročitelj mora nepremičninski družbi predložiti vso dokumentacijo, ki se nanaša na nepremičnino, zlasti dokazila o lastništvu, vključno z zemljiškoknjižnim 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 roku treh (3) 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 (pred)pogodbo, katere predmet je nepremičnina, nemudoma, najkasneje pa v roku osmih (8) dni od sklenitve (pred)pogodbe

covers the damage that could be caused to the Client or a Third Person by breaching the Agency Contract in the territory of the Republic of Slovenia. The name of the insurance company, policy number and insurance amount are stated in the Agency Contract.

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 a written agreement with the Client, Real Estate Agency may transfer the Real Estate Agency Services to other real estate agencies on the basis of agreements on business cooperation, concluded with other real estate agencies.

12. OTHER OBLIGATIONS OF THE CLIENT

12.1. Client is obliged to submit to the Real Estate Agency all the documents in relation to the Real Estate, in particular the proof of ownership, including a land register extract and contracts, building permit, location documentation, and all other documents.

12.2. Client 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 three (3) days of any changes in its interests (sales price, date of handover, 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 itself or through other real estate agencies, it hereby undertakes to market the Real Estate under the same conditions as agreed in the Agency Contract.

12.5. Client hereby undertakes that in case it finds a third party with whom it concludes a (preliminary) contract concerning the real estate by itself or with the help of another real estate agency, it will inform the Real Estate Agency thereof within eight (8) days after conclusion of such (preliminary) contract, and submit a copy thereof.

nepremičninsko družbo o tem pisno obvestil in ji izročil kopijo te pogodbe.

13. NEPOŠTENA 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 (pred)pogodbe, 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 pogajanju za sklenitev pogodbe ali brez utemeljenega razloga noče skleniti (pred)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 (pred)pogodbe, katere predmet je nepremičnina, opravi poizvedbe o morebitni sklenjeni tovrstni pogodbi, 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 FINANCIRANJU TERORIZMA

15.1. Nepremičninska družba je v skladu z Zakonom o preprečevanju pranja denarja in financiranja terorizma

13. UNFAIR CONDUCT BY THE CLIENT

13.1. Client shall be obliged to compensate to the Real Estate Agency any damages incurred due to breaching of the contractual obligations by the Client.

13.2. In particular, the following shall be regarded as serious breaches of the Agency Contract:

- Client does not allow the Real Estate Agency to view the Real Estate without any justified reason;
- Client breaches the agreement on the exclusivity of the Agency Contract;
- Client, itself or through other real estate agencies, markets the Real Estate under conditions different from the conditions agreed in the Agency Contract;
- Client does not inform the Real Estate Agency in time about the conclusion of a (preliminary) Contract regarding the Real Estate with a Third Person found by itself, or does not submit a copy of a (preliminary) Contract regarding 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 (preliminary) Contract regarding the Real Estate with a Third Person with whom the Real Estate Agency has helped to make contact with;
- 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

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 regarding the Real Estate, to inquire whether a such contract has been concluded, including the right to access and copy the Contract regarding the Real Estate.

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

15.1. In accordance with the Prevention of Money Laundering and Terrorist Financing Act (Official Gazette of the Republic of Slovenia, no. 68/16, 81/19 and 91/20),

(Uradni list RS, št. 68/16, 81/19 in 91/20) pri sklepanju poslovnih razmerij in transakcijah nad zneskom, določenim z Zakonom o preprečevanju pranja denarja, 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.

15.2. 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

16.1. Zaradi izpolnjevanja obveznosti po pogodbi o posredovanju ter obveznosti, ki jih nepremičninski družbi nalaga Zakon o preprečevanju pranja denarja in financiranja terorizma, naročitelj soglaša, da nepremičninska družba fotokopira in hrani kopijo njegovega osebnega dokumenta.

16.2. 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 privolitev.

16.2. 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 ali spreminjanje pogodbe.

when concluding business relationships and transactions exceeding the amount as laid down in the Prevention of Money Laundering 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.

15.2. 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

16.1. In order to meet the obligations under the Agency Contract and the obligations under the Prevention of Money Laundering and Terrorist Financing Act, the Client hereby agrees that the Real Estate Agency photocopies and keeps a photocopy of his/her personal identity document.

16.2. 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.

16.2. 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.

16.3. Vse osebne podatke naročitelja bo nepremičninska družba uporabljala in hranila kot zaupne skladno z določbami Zakona o varstvu osebnih podatkov.

17. ČAS TRAJANJA IN ODPOVED POGODBE

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

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

17.3. Pogodba preneha veljati:

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

17.4. Stranki lahko kadar koli odpove ta pogodbo o posredovanju, če to ni v nasprotju z načelom dobre vere in poštenja, z odpovednim rokom petnajst (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 prejemu.

18. VELJAVNO PRAVO

Za presojanje pogodbe o posredovanju 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 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.

16.3. 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.

17. TERM AND CANCELLATION OF THE CONTRACT

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

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

17.3. The contract is terminated:

- when the period of time expires;
- if Agency Contract is cancelled;
- if Agency Contract is fulfilled;
- in any other case as laid down by the law.

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

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, except the rules on conflict of laws, shall be applicable for the assessment of the Agency Contract, General terms and Conditions, and any other issues not regulated by the latter.

19. DISPUTE SETTLEMENT

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 jurisdiction of Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia, if the Client is a legal person. If the Client is a natural person, the court according to the registered office of the Real Estate Agency shall have jurisdiction.

20. VELJAVNOST SPLOŠNIH POGOJEV

Splošni pogoji veljajo od 1. 9. 2020.

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

V Bohinjski Bistrici, dne 1. 9. 2020

18. VALIDITY OF GENERAL TERMS AND CONDITIONS

General Terms and Conditions are valid from 1 September 2020.

General Terms and Conditions are displayed at a visible place at the premises of the Real Estate Agency.

In Bohinjska Bistrica, on 1 September 2020



Patrick Anthony Davidson, director / director