



Real estate agency Emperius d.o.o. (hereinafter: real estate agency) adopts the following pursuant to the Real Estate Brokerage Act (Official Gazette of the Republic of Slovenia, No. 72/06, 49/11 and 47/19)

## **GENERAL TERMS AND CONDITIONS FOR REAL ESTATE BROKERAGE**

### **1. The meaning of the terms used**

The terms used in this document and the brokerage contract are governed by the Real Estate Brokerage Act.

### **2. Validity of the General Terms and Conditions**

The General Terms and Conditions are an integral part of the Brokerage contract concluded with the client by the real estate agency. They are also applicable to all offers, calculations, legal business statements and other legal business services arising from the business relationship between the real estate agency and the client.

If the Brokerage contract contains provisions contrary to these General Conditions, then the provisions of the Brokerage contract shall prevail.

### **3. Brokerage services provided by the real estate company to the client**

The real estate agency performs the following transactions for the client in the context of brokerage in the sale and/or purchase, rental and/or lease of the real estate or other contract, to which the real estate is subject: acceptance of an order for brokerage in legal transactions, by concluding a brokerage contract; identification of the client, client's contact information and personal/identification information; informing the client and the third party of the market situation, the content of regulations relevant to the specific legal transaction and the amount and type of tax obligations, notarial fees, registration in the land register and any other costs; determination of the actual state of the property with a view and the legal status of the property based on official records and public books; written notification to the client and the third party of the apparent obvious material and legal flaws of the real estate and the risks arising from the unregulated legal status of the real estate; preparation of appropriate advertising strategy and implementation of standard advertising of the real estate; familiarizing the client with the property and putting the client in contact with a third party; arranging and conducting viewings of the property; telephone, written and online communication with the client and third parties, providing ongoing information to the client; participation in contract negotiations.

The real estate agency is obliged to perform the above transactions for the client to the extent necessary for the conclusion of the legal transaction that is the subject of the brokerage contract. The services described above are included in the brokerage fee under the brokerage contract. If any of the above-mentioned transactions is not necessary for the valid conclusion of the contract, or if one of them is performed by the client at his/her request, the client is not entitled to request a reduction of the agreed commission.

Any additional services not covered above and provided by the real estate agency on the basis of the client's written order, the latter shall be obliged to pay according to the applicable price list of the real estate agency or actual contractor, in accordance with the written agreement: costs incurred in obtaining the missing documentation, representation in procedures for obtaining approvals, licenses, court and administration fees and fees for obtaining data from official records, the cost of drawing up a legal transaction contract, the cost of notarial services, the cost of advertising the intended legal transaction in the media and/or the media at the request of the client, the organization of real estate appraisal, regulation of the legal status of the property, safekeeping of funds in a fiduciary account, safekeeping of documents, preparation of the handover record upon acquisition/handover of the property, other expenses incurred by the client's written order. The real estate

agency is entitled to payment for the additional services provided even if the contract, the subject of which is the real estate, has not been concluded.

After written notice to the real estate agency about the contact with a third party, the client must inform the real estate agency in writing within 3 days from the receipt of the notification if he/she has been put in contact with the same third party already by a competing agency, as well as the fact that the client has contacted the third party himself. Otherwise, it is considered that the client has been put in contact by the real estate agency.

### **4. Payment for brokerage**



The payment for brokerage in case of purchase or sale of real estate is 4% of the contract price. VAT is not included in the brokerage payment, so it is increased by the value of VAT at the time of invoicing. If the contract price of the property is less than 10.000,00 EUR, the commission of the real estate agency, regardless of the contract price is 900,00 EUR + VAT.

The client commits to pay the real estate agency, at the conclusion of the lease or rental contract for the said real estate, a brokerage commission of 4% of the contract value. The contract value is the product of the amount of the monthly rent and the number of months for which the lease is concluded. The brokerage fee so determined may not exceed one month's rent and not be less than EUR 150. That amount is increased by the value of VAT.

The real estate agency acquires the right to be paid for the brokerage when the contract, which the real estate agency brokered, is concluded, in accordance with the concluded brokerage contract.

The client is obliged to pay the agreed brokerage fee (4% of the contract value; in the case of the property being rented, the value of one month's rent), even if he/she concludes the contract himself/herself with a third party with whom he/she was put in contact by the real estate agency, as well as if the contract is concluded by his/her close family member or a related party and was concluded within 6 months from the termination of the brokerage contract.

The real estate agency is entitled to the full commission even if the contracting parties subsequently withdraw from the contract concluded or otherwise cancel it by mutual agreement, and in the event that the termination of the contract concluded by the real estate agency results in breach of contract or non-performance of contractual obligations by either party.

In the case where the real estate agency is not eligible for payment for the brokerage, the mutual relations between the real estate agency and the client regarding the reimbursement of actual costs incurred in connection with the provision of brokerage services may be agreed in the brokerage contract.

#### **5. Obligations of the client**

The client must inform the real estate agency of all circumstances relevant to the provision of brokerage services, primarily by submitting all available documentation on the real estate subject to the brokerage, guaranteeing the truthfulness, accuracy and completeness of the information provided, actively participating in the transaction and fulfilling obligations, as agreed in the brokerage contract.

The client is obliged to compensate the real estate agency for all damages arising from the client's breach of contractual obligation, which include, but are not limited to: the inability to conduct visits to the real estate without a valid reason; marketing real estate on the market (independently or at other real estate agencies) under more favourable conditions; ill-timed notification of the conclusion of a contract or pre-contract with a third party that he/she finds; refusal to enter into contract negotiations or unjustified refusal to contract with a third party contacted by the real estate agency; the provision of information and data of a confidential nature to third parties; other negative practices that prevent the real estate agency from executing the brokerage contract.

#### **6. Protection, processing and use of personal and confidential information**

By signing the brokerage contract, the client gives his/her consent that the real estate agency can also process certain personal data of the client during the execution of the brokerage contract (name and surname, address, birth date, tax and personal identification number of the natural person, tax and registration number of the legal entity, e-mail, telephone number, bank name and transaction account number, photocopies of personal documents - including the number and name of the issuer) solely for the purpose of conducting the legal transaction and related services. In doing so, the real estate agency undertakes not to use the personal data received for other purposes without the prior written consent of the client. The consent of the client shall be valid for the duration of the brokerage contract or until the destruction of the documents.

The real estate agency is obliged to protect all personal data in accordance with the regulations in force in the Republic of Slovenia, whereby the client has all the rights recognized by the valid ZVop.

#### **7. Peaceful settlement of disputes**

The real estate agency and the client settle all disputes by mutual agreement. If the dispute cannot be resolved by mutual agreement, it is resolved by the competent court of jurisdiction at the registered office of the real estate agency.

#### **8. Validity of the General Terms and Conditions**

The General Terms and Conditions apply from the time they are accepted.



In the event that the General Terms and Conditions change after the conclusion of the brokerage contract, they also apply to the individual client who concluded the brokerage contract prior to their entry into force, from the day the real estate agency hands over a copy of the changed Terms and Conditions to the client.

Rogaška Slatina, November 5<sup>th</sup>, 2019