



BRN REAL ESTATE AGENCY d.o.o., Vilharjeva cesta 42, 1000 Ljubljana, identification nr. št. 9805265000, tax nr. 68134517, based on the Law on real estate intermediation, (Ur.l. RS, nr. 72/2006, with ammendments) adopts the following

## GENERAL CONDITIONS FOR INTERMEDIATION IN THE REAL ESTATE TRANSACTIONS

### 1. INTRODUCTORY PROVISIONS

1.1 The General Conditions for intermediation in the real estate transactions (hereinafter: the General Conditions) regulate the legal relations between the real estate company and the client.

1.2 The General Conditions are an integral part of any intermediation contract that a real estate company concludes with a client. An integral part of any intermediation contract is also the valid price list of the real estate company's services and a copy of the insurance policy.

1.3 In the event that the intermediation contract contains provisions that are in conflict with these General Conditions, the provisions of the intermediation contract shall prevail.

### 2. MEANING OF TERMS

2.1 The terms used in these General Conditions have the following meanings:

- Real estate agent is a natural person who performs intermediation activities for a real estate company on the basis of an employment contract or other legal basis, obtained a license from the competent ministry to perform intermediation activities and is entered in the register of real estate agents at the competent ministry.

- Real estate intermediation means the performance of a registered business activity of real estate intermediation, whereby individual real estate intermediation activities include all activities in establishing contact between the client and a third party and in negotiations and preparations for concluding contracts, the subject of which is a real estate, such as a purchase, sale, lease, rental or other contract for a particular real estate.

- Client is a natural or legal person who concludes a intermediation contract with a real estate company and for whom the real estate company provides intermediation services in real estate transactions.

- Third party is a person whom a real estate company tries connect with the client in order to negotiate with him for the conclusion of a contract the subject of which is a real estate.

- The client's immediate family members are the client's spouse or a person with whom the client lives in an extramarital union, in accordance with the regulations on marriage and family relations, their children or adopted children, parents and adoptive parents and persons the client is legally obliged to support them.

- Intermediation contract is a written contract concluded between a real estate company and a client by which the real estate company undertakes to seek and try to connect the client with a third party who will negotiate for the conclusion of a specific contract for a real estate and by which the client undertakes to pay the real estate company a fee for intermediation if the contract is concluded.

- Contract the subject of which is a real estate is a purchase, sale, lease, rental or other contract for a specific real estate, the conclusion of which is intedmediated by a real estate company.

- Real estate is real estate defined in the intermediation contract.

### 3. INTERMEDIATION SERVICES

3.1 A real estate company provides intermediation services for:

- sale or purchase of real estate, rental, hire, leasing or other contracts the subject of which is real estate.

3.2 The intermediation services referred to in point 3.1 includes establishing contacts for the client, checking the condition of the real estate, participating in negotiations and preparations for concluding legal transactions, as necessary for concluding a legally valid contract for a particular real estate, if and to the extent required by the circumstances of each transaction, in particular the following services:

- concluding a contract on real estate intermediation;

- acquainting the client and a third party with market conditions that are important for determining the price of real estate, the content of regulations that are important for the valid conclusion



of a real estate intermediation contract, the amount of tax obligations of the client and the prices of notary services;

- determining the legal status of the real estate by obtaining real estate documents (extract from the land register), contracts (if the real estate has not yet been entered in the land register) and the like;

- written warnings, notices, confirmations;

- inspection of the real estate after concluding a contract on real estate intermediation;

- advertising the sale of real estate in media or in any other way;

- acquainting the client with the real estate and getting the client in touch with a third party;

- presence at the inspection of the real estate by the client;

- determining the actual condition of the real estate;

- acquainting the client with the established legal and factual condition of the real estate and reliable warning of the identified errors;

- telephone communication with clients;

- participation in negotiations for the conclusion of the transaction

- preparation of a draft sales contract.

3.3. The intermediation fee shall cover the costs of carrying out the actions referred to in point 3.2.

3.4 After the written notification of the real estate company about the contact with a third party, the client must, within 3 (three) business days from this notification, notify the real estate company in writing of the fact that it was previously contacted by the same third party through other real estate company. Otherwise, the client is considered to have been contacted by a third party through the real estate company.

3.5 The same applies, mutatis mutandis, as provided for in point 3.4, where the client finds and contacts a third party himself.

#### 4. ADDITIONAL SERVICES

4.1 The real estate company may provide additional services for the client if it is agreed with the client in the intermediation contract or with a special order, which is a supplement to the intermediation contract.

4.2 In particular, the following are considered as additional services:

- representation in the procedures for obtaining consents, permits and other documents necessary for the conclusion of the contract, the subject of which is real estate,

- organization of real estate appraisal;

- regulation of the legal status of real estate;

- preparation and submission of land registry proposals;

- safekeeping of funds in a fiduciary account;

- preparation of a lease or other contract that is not included in the intermediation fee

- other services necessary for the execution of the transaction.

4.3 The prices of additional services are determined in the price list of the real estate company or in the intermediation contract or in another contract entered into by the client with the real estate company.

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

#### 5. PAYMENT FOR INTERMEDIATION

5.1. The amount of the intermediation fee is agreed between the real estate company and the client in a intermediation contract.

5.2 Payment for mediation in the purchase of an apartment, one-family house or residential unit, for a natural person as a client, amounts to a maximum of 4% of the purchase price. This limitation does not apply when the purchase price of the real estate is less than EUR 10,000.00. In this case, the amount of the intermediation fee is agreed between the real estate company and the client in the intermediation contract.

5.3 The payment for mediation in the rental of an apartment, one-family house or residential unit, for a natural person as a customer, amounts to a maximum of 4% of the contractual value, but not more than the amount of one month's rent and not less than 150 euros. The contractual value is the product of the amount of the monthly rent and the number of months for which the lease agreement has been concluded.

5.4 Value added tax (hereinafter: VAT) is not included in the intermediation fee, so the intermediation fee is increased by the value of VAT (22%) when the invoice is issued.

5.5 In the event that the real estate company does not perform any of the transactions referred to in point 3 of these General Conditions due to the circumstances of the individual case or at the express request of the client, the client has no right to request a reduction in intermediation fees.

5.6 The intermediation fee does not include the costs of notary services, taxes, court and administrative fees, fees for certificates and permits required for a valid conclusion of the contract, and the costs of additional services referred to in point 4 of these General Conditions.



5.7 A real estate company acquires the right to payment for intermediation when the contract for the real estate that is subject of intermediation is concluded.

5.8 A real estate company cannot demand not even a partial payment for intermediation before concluding a contract, the subject of which is real estate.

5.9 The intermediation fee is charged by the real estate company to the client on the basis of a concluded intermediation contract.

5.10 The real estate company is entitled to full payment even if the client or a third party subsequently withdraws from the already concluded contract, the subject of which is the real estate.

5.11 The real estate company has the right to payment for intermediation also in cases when the client or his immediate family member concludes a contract subject of which is a real estate, with a third party with whom the client was put in contact by the real estate company and this contract was concluded within six months after the termination of the intermediation contract.

## **6. REIMBURSEMENT OF COSTS**

6.1 If the parties to the intermediation contract expressly agree, the real estate company may reserve the right to reimbursement of actual costs incurred in connection with the providing of intermediation services referred to in point 3 of the General Conditions, even if the contract for the real estate has not been concluded, if the client himself contacts a third party with whom he concludes a real estate contract, concludes a real estate contract through another real estate company, unilaterally terminates the intermediation contract before the expiration of the time for which was concluded.

## **7. PROTECTION OF THE INTERESTS OF THE CLIENT AND THIRD PARTY**

7.1 When providing real estate intermediation services, the real estate company must inform the client in an appropriate manner of all circumstances that are important for the realization of the client's interests.

7.2 A real estate company must also adequately protect the interests of a third party who the real estate company has put in contact with the client for the purpose of negotiating the real estate contract and act impartially, except when it represents only the client's interests by express agreement with the client. Where the real estate company, on the basis of an agreement with the client or investor, represents exclusively the client's interests in intermediation, it must clearly and in writing warn the third party that it acts as a representative and not an intermediary.

## **8. FIDUCIARY ACCOUNT**

8.1 A real estate company may accept funds from the client or a third party in connection with the performance of the real estate contract, if it has a fiduciary account management agreement signed with the bank and if the client or a third party authorizes it in writing.

## **9. LIABILITY INSURANCE**

9.1 A real estate company has insured professional liability for damage. The insurance covers liability for damage that may occur to the client or a third party in breach of the contract on real estate intermediation in the territory of the Republic of Slovenia. The name of the insurance company, the insurance policy number and the sum insured are stated in the intermediation contract.

## **10. EXCLUSIVE INTERMEDIATION AGREEMENT**

10.1. In the event that the client and the real estate company enter into an exclusive intermediation agreement for a particular real estate, the client may not enter into a intermediation agreement with a competing real estate company or advertise or sell the same real estate through anyone else during the time of validity of the intermediation contract.

## **11. TRANSFER OF INTERMEDIATION SERVICES**

11.1 The real estate company may, in agreement with the client, transfer intermediation services to other real estate companies.

11.2 In the case of transfer of intermediation services to another real estate company, the client remains in a contractual relationship only with the real estate company with which he concluded the intermediation contract, and the real estate company must provide the client with a list of real estate companies to which the orders will be transferred.

## **12. OTHER OBLIGATIONS OF THE CLIENT**

12.1 The client must provide the real estate company with all available documentation relating to the real estate that is the subject of the intermediation (especially proof of ownership, land registry extract, contracts, building permit, location information and all other documents).

12.2 The client guarantees the truthfulness, accuracy and completeness of the submitted data or documentation.

12.3 The client must immediately, but no later than within 8 (eight) days of the change, notify the real estate company in



writing of any change in his interests (sale price, date of vacancy of the real estate, etc.) and of any change in the actual or legal status of the property.

12.4 In the event that the client also markets the real estate himself or with competing real estate companies, he will market the real estate under the same conditions as agreed in the intermediation contract;

12.5 In the event that the client finds a third party by himself or through a competing real estate company, with whom it concludes a contract or preliminary contract, the subject of which is real estate, he has to immediately, but no later than within 8 (eight) days from the conclusion of such contract or preliminary contract, notify the real estate company in writing and provide her with a copy of this contract.

### **13. UNFAIR CONDUCT OF THE CLIENT**

13.1 The client is obliged to reimburse the real estate company for all damage caused to the real estate company due to the client's breach of contractual obligations.

13.2 In particular, the following actions of the client are considered to be serious breaches of the intermediation contract:

1. the client prevents the real estate company from conducting inspections of the real estate without justified reasons;
2. the client violates the agreement on the exclusivity of the intermediation contract;
3. the client himself or with other real estate companies markets the real estate under more favorable conditions than agreed in the intermediation contract;
4. the client does not inform the real estate company or does not inform her in time about the conclusion of the contract or pre-contract, the subject of which is the real estate, with a third party, which he finds himself, or does not deliver or does not hand over a copy of such contract;
5. the client, contrary to good faith and honesty, does not enter into negotiations for the conclusion of a contract or refuses to conclude a contract, the subject of which is real estate, with a third party with whom the real estate company has put him in contact;
6. the client provides third parties with information and data which are of a confidential nature and are considered a business secret.

### **14. RIGHT TO OBTAIN DATA**

14.1 In the event that the client withdraws from the intermediation contract or does not conclude a real estate

contract, the real estate company may make inquiries about a possibly concluded contract subject of which is a real estate.

### **15. OBLIGATIONS UNDER THE LAW ON PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

15.1 In accordance with the Prevention of Money Laundering and Terrorist Financing Act, a real estate company shall, when concluding business relations and transactions in excess of the legally prescribed amount and in other cases specified by regulations, perform a customer review, which includes:

1. establishing and verifying the identity of the client;
2. determining the beneficial owner of the client, if the client is a legal entity;
3. obtaining information on the purpose and intended nature of the business relationship or transaction and other information in accordance with the law;
4. regular careful monitoring of business activities performed by the client at the real estate company.

15.2 The client is informed that in order to fulfill its obligations under the previous point, the real estate company has the right to obtain and verify (also by inspecting the personal document) the following personal data of the client and the client's legal representative:

1. personal name,
2. address of permanent or temporary residence,
3. date and place of birth,
4. tax number and
5. number, type and name of the issuer of the official identification document.

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

16.1 All information and data obtained by the client from the real estate company are of a confidential nature and are considered a business secret, except for information and data that are publicly available.

16.2 In order to fulfill its obligations under the intermediation contract and the obligations imposed on the real estate company by the Prevention of Money Laundering and Terrorist Financing Act, the real estate company may inspect and transcribe data from an identification document (personal name, address of permanent or temporary residence, date and place of birth, tax



number and number type and name of the issuer of the official identity document)

16.3 Where this is explicitly dictated by the nature of the individual transaction (eg notarization of the signature of the client or a third party, etc....), the real estate company may, with the written consent of the holder for a predetermined purpose, photocopy the holder's identity document.

16.4 The real estate company shall mark on the photocopy of the identity document:

- that it is a photocopy,
- its name,
- the express purpose of photocopying,
- legal basis for photocopying - clearly written consent of the holder of the identity document.

16.5 The real estate company undertakes not to further copy the identity document of the client. The real estate company may not keep a copy of the identity document in electronic form

16.6 The real estate company undertakes to protect all personal data in accordance with the regulations on personal data protection. All personal data will be used only for the purpose of concluding, performing, amending and terminating the intermediation contract and the contract the subject of which is the real estate. For any use of personal data for other purposes, the real estate company will obtain the prior written consent of the client.

16.7 The individual, to whom the personal data applies, has the right to:

- obtain confirmation from the real estate company whether his personal data are being processed,
- access to personal data and the purpose of the processing, the type of personal data concerned;
- users or categories of users, in third countries or international organizations;
- the envisaged holding period of the personal data or the criteria used to determine that period.

16.8. The individual to whom the personal data apply has the right to:

- requires the real estate company to correct or delete personal data,
- requires the real estate company to restrict the processing of personal data,

- objects to the processing,

- requires the real estate company to correct inaccurate personal data without undue delay,

- requires the real estate company to complete incomplete personal data,

- transfer the personal data directly from one real estate company to another where technically feasible,

- lodge a complaint with the supervisory authority.

16.9. Where personal data are transferred to a third country or an international organization, the individual to whom the personal data apply shall have the right to be informed of the appropriate safeguards relating to the transfer.

16.10. Where personal data are processed for the purposes of direct marketing, the individual to whom the personal data apply shall have the right to object at any time to the processing of personal data concerning him for the purposes of such marketing, including profiling, in so far as it relates to such direct marketing. .

## **17. DURATION OF THE CONTRACT and TERMINATION OF THE CONTRACT**

17.1 The intermediation contract is concluded for a fixed period of nine (9) months, unless the parties agree for a shorter period

17.2 At the end of the period referred to in the previous point, the parties may enter into a new intermediation contract.

17.3 The contract expires:

1. with the laps of time,
2. by termination of the intermediation contract,
3. by fulfilling the intermediation contract and
4. in other cases determined by law.

17.4 The parties may terminate the intermediation contract at any time, provided that this is not contrary to good faith and honesty. Cancellation must be given in writing.

## **18. APPLICABLE LAW**

18.1 The Code of Good Business Practices in Real Estate Transactions, adopted by the Association of Real Estate Intermediation Companies at the Chamber of Commerce and Slovenian law without conflict rules applies to the assessment of the intermediation contract and the General Conditions and for issues not regulated by the intermediation contract and the General Conditions.



## 19. SETTLEMENT OF DISPUTES

19.1 Any disputes arising out of or in connection with the intermediation agreement shall be settled amicably by the parties.

19.2 If an amicable settlement of the dispute is not possible, in cases involving contracts with consumers, the court in Ljubljana shall have jurisdiction to resolve them.

20.1 The General Conditions shall apply from 10.06.2024

20.2 The General Conditions are published on the premises of the real estate company, in a visible place and on the website [www.brn-nepremicnine.si](http://www.brn-nepremicnine.si)

20.3. This General Conditions are translated from Slovene version for convenience of the client. In case there are differences between those versions, the Slovene version prevails.

## 20. VALIDITY AND PUBLICATION OF THE GENERAL CONDITIONS

In Ljubljana, on 10.06.2024

BRN REAL ESTATE AGENCY d.o.o.