

GENERAL TERMS AND CONDITIONS
RONI NEPREMIČNINE POSREDOVANJE IN SVETOVANJE V PROMETU Z NEPREMIČNINAMI, D.O.O.
for the mediation of real-estate transactions

Definition of terms:

MEDIATOR – RONI NEPREMIČNINE, posredovanje in svetovanje v prometu z nepremičninami d.o.o., Hacquetova 9, 1000 Ljubljana

CLIENT – a natural or legal person that has concluded with the mediator an agreement on Mediation

AGREEMENT ON MEDIATION – the agreement with which the mediator find a third person and to establish contact between that person and the client in order to negotiate an agreement on the sale or rent of a specific real-estate and the client undertakes to pay the mediator the commission, should an agreement be concluded.

1. VALIDITY of the General Terms and Conditions for the mediation of real-estate transactions

- ☞ These General Terms and Conditions are an integral part of any agreement on mediation, concluded between a client and the mediator
- ☞ Should the agreement include provisions that contradict these General Terms and Conditions, the provisions of the agreement take precedence.

2. SERVICES of mediation in the purchase or sale of real-estate and mediation services in cases of renting of the real-estate

2.1. On the basis of the agreement on mediation in the purchase or sale of real-estate, the mediator undertakes to carry out the following services, the costs of which are included in the real-estate transactions commission:

- ☞ all activities related to establishment of contacts for the client, real-estate state checks, negotiations and preparation to conclude business transactions that are required in order to conclude a legally valid agreement for a specific real-estate, especially costs of the following activities:
- ☞ conclusion of agreement on the mediation of real-estate transactions;
- ☞ notification of tenant and the third person with the market conditions that are relevant to the setting of the real-estate price, the contents of regulations that are relevant to the conclusion of the agreement on real-estate mediation, the tax amounts and the price of notary services;
- ☞ determination of the legal status of the real-estate by acquiring documents on the real-estate (land register entry), agreements (if the real-estate is not entered into the land register yet) and similar;
- ☞ inspection of the real-estate, following the conclusion of the agreement on real-estate mediation;
- ☞ advertisement of the sale of the real-estate in public media or by other means;
- ☞ getting the client acquainted with the real-estate and establishment of contact with the third person;
- ☞ presence during visits of the real-estate by the client;
- ☞ determination of actual state of the real-estate;
- ☞ presentation of the ascertained legal and actual state of the real-estate to the client and reliable warning of the detected faults;
- ☞ communication with the customers by phone;
- ☞ participation in negotiations for the conclusion of the transaction;
- ☞ preparation of the valuation document;
- ☞ handling of the land register status of the real-estate in cases where the real-estate is not yet entered into the land register or the seller is not yet entered into the land register as the owner of the real-estate;
- ☞ preparation of the sales agreement in the form of a notary's minutes, which is the directly executable title;
- ☞ other services for which the mediator and the client expressly agree.

2.2. For any additional services related to the subject transaction the mediator and client shall conclude a special annex to the agreement on mediation, wherein they shall define the type of additional services and their price as well as the type and amount of associated costs in case they are not defined in the Price list of the real-estate transactions services, which is an integral part of these General Terms and Conditions.

3. COMMISSION

- ☞ For mediation in the purchase, sales or exchange of real-estate the mediator shall have the right to a commission that cannot exceed **4%** of the contractual value. If there exists between the contractual parties of the sales, tenancy, lease or other type of agreement (hereinafter referred to as: agreement) and agreement for a specified real-estate that the payment of mediation is paid by both contractual parties, the amount from the previous paragraphs is divided.
- ☞ In cases of mediation in a tenancy agreement the mediator has the right to a commission in the amount of two monthly rents.
- ☞ In the event of special circumstances (client's requirements, exclusive nature of mediation) the mediator and client may agree by means of an agreement to a lower commission rate.
- ☞ The mediator's right to the commission becomes effective once the agreement he mediated is concluded.
- ☞ The mediator shall cover all expenses from item 2 of these General Terms and Conditions, and the client shall cover the costs of judicial and administrative taxes or fees paid for the acquisition of land register printouts, location information, copies of maps and other required documents, costs of valuers and experts, legal and notary costs and all other costs that are required for a legally valid conclusion of a real-estate agreement for the subject transaction.

- The commission **does not include the 22% value-added tax.**

4. COSTS INCLUDED IN THE COMMISSION

The commission under Article 3 of these General Terms and Conditions includes all the costs related to activities under Article 2 of these General Terms and Conditions, especially the costs of the following activities:

- ☞ conclusion of agreement on mediation and inspection of the real-estate upon conclusion of the agreement on Mediation,
- ☞ determination of legal state of the real-estate:
 - through acquisition of the land register entries, if the real-estate has already been registered or
 - through acquisition of land register entries of legally valid original of contracts and other documents, if the real-estate has not yet been entered into the land register,
- ☞ determination of actual state of the real-estate,
- ☞ advertisement of the real-estate on the public web site of the real-estate agency or,
- ☞ in case of an exclusive agreement on mediation, also in newspapers as defined by this agreement,
- ☞ presentation of the real-estate data to the client and establishing contact between third persons and the client,
- ☞ presence of the real-estate mediator during the inspection of the real-estate,
- ☞ presentation of the determined legal and actual state of the real-estate to the client and reliable warning of the detected faults,
- ☞ communication with the customers by phone,
- ☞ participation in negotiations for the conclusion of the transaction,
- ☞ facilitating a meeting between the client and the third person upon conclusion of the real-estate agreement;
- ☞ with the market conditions that are relevant to the setting of price of the real-estate.
- ☞ -with the contents of regulations that are relevant for a legally valid conclusion of the real-estate agreement,
- ☞ with the tax amounts payable by the client and
- ☞ with the prices of notary services,
- ☞ for written warnings, notifications and certificates

The commission under Article 4 of these General Terms and Conditions does not include:

- costs of notary services for the notary attestation of the signatures or storage services
- costs of judicial taxes for land register entries,
- costs of administrative fees and charges for the certificates and permits, which are required for a legally valid conclusion of a real-estate agreement.
- the cost of drawing up of all sales, rent, barter and lease contracts, nor the drawing up of any preliminary agreements.

5. PREMATURE TERMINATION OF THE AGREEMENT ON MEDIATION

5.1. In the event the agreement on mediation is terminated prior to its agreed duration due to reasons on the side of the client (if the client terminates the agreement on mediation, if the client dies or ceases to exist, if the real-estate is destroyed and similar), the client or the client's legal successor is obligated to pay to the mediator all hitherto performed services at the price set down in the price list of the real-estate mediation services, which is an integral part of these General Terms and Conditions.

5.2. Also, the client or it's legal successor(s) are also obligated to reimburse the mediator for all the costs incurred related to the mediation services performed (such as costs listed under Item 4 and 5 of these General Terms and Conditions), where the mediator is also entitled to reimbursement of travel expenses in accordance with the Service price list.

6. EXCLUSIVE INTERMEDIARY AGREEMENT

6.1 The property company and the principal may also agree to conclude an exclusive intermediary agreement, which they shall expressly stipulate in the Intermediary Agreement. During the period of validity of the Exclusive Intermediary Agreement, the principal shall not be allowed to conclude an intermediary agreement for the same property with another property company. The property company may transfer the provision of intermediary services to other property companies and remain the principal in the contractual relationship only with the property company with which it has concluded the Intermediary Agreement. The property company shall provide the principal with the list of property companies to which they have transferred the order. If the principal finds a buyer themselves for the property which is the subject of the Exclusive Intermediary Agreement, the property company shall be entitled to receive the full fee which was agreed in the Intermediary Agreement.

7. OTHER PROVISIONS

7.1. In the event the principal injures themselves during the viewing of the property and are themselves to blame for the injuries, they shall bear full responsibility for their injuries.

6. LIABILITY INSURANCE

6.1. The mediator has proper liability insurance in place as stipulated by the provisions of the Real Estate Agencies Act .

COMPANY PRICE LIST

RONI NEPREMIČNINE, D.O.O., Hacquetova ulica 9, 1000 Ljubljana, Slovenia Intermediary services for properties

Service	Price in EUR	Price in EUR, including VAT
1. Inspection of the property (for informative purposes)	150.00	183.00
2. Consultation hour (cooperation between the property agent following a request or authorisation of the principal in various matters or other cases)	120.00	146.40
3. Hourly fee (e.g. for making copies, preparing different documents, etc.)	100.00	122.00
4. Taking photos of the property and their publication online	80.00	97.60
5. Preparing the floor plan of the property	120.00 – 300.00	146.40 – 366.00
6. Assessment of the property's market value	from 200.00	from 244.00
7. Obtaining documentation (extract from the Land Registry, folder copies, urban planning information)	80.00 per document	97.60 per document
8. Checking the legal status of the property ownership based on the submitted documentation	1 h = 1 consultation hour (charged according to the time used)	1 h = 1 consultation hour (charged according to the time used)
9. Organisation of meetings with clients and participation in negotiations to conclude an appropriate agreement	1 h = 1 consultation hour (charged according to the time used)	1 h = 1 consultation hour (charged according to the time used)
10. Drawing up an agreement on transferring ownership rights for properties (contains only essential constituents of the agreement: the subject of the agreement, purchase price, payment terms and conditions, releasing the property into the buyer's ownership and possession, contractual penalty for delay in releasing the property into possession, a clause on sharing costs and a clause on the dissolution of the agreement).	from 300.00 to 1,000.00	from 366.00 to 1,220.00
11. Drawing up a more complex agreement on transfer of ownership rights for properties (in addition to the essential constituents, the agreement contains other provisions)	more than 1,000.00	more than 1,220.00
12. Drawing up a preliminary agreement on transfer of ownership rights for properties	from 250.00 to 500.00	from 305.00 to 610.00
13. Preparing a unilateral statement (authorisation for entry, preparation of documents for service providers (Elektro, municipal services, postal services, etc.))	150.00	183.00
14. Filling out the tax return for property sales tax	120.00	146.40
15. Drawing up the proposal for entry in the Land Registry		
- for properties in the value of up to EUR 50,000.00	90.00	109.80
- for properties in the value of more than EUR 50,000.00	100.00	122.00
16. Drawing up a rent agreement for residential properties	from 230.00	280.06
17. The cost of filing an application for execution for non-payers of services to Roni nepremičnine, Rok Hudnik, s.p. (court fees are not included in this cost)	800.00	976.00
18. The cost of withdrawing application for execution for non-payers of services to Roni nepremičnine, Rok Hudnik, s.p. (court fees are not included in this cost)	800.00	976.00
19. The cost of preparing a web advertisement for a property portal (one-time preparation)	300.00	366.00
20. Advertising on property portals (The cost is for advertising on one property portal per month)	80.00	97.60
21. Travel expenses (the intermediary agent charges travel expenses in the amount stipulated in the Decree on the levels of reimbursed work-related expenses and of certain income, which shall be acknowledged as income when determining the tax basis)	150.00 per month	183.00 per month
22. Depositing documents		

For services not listed in this price list, prices are agreed separately.
This price list enters into force on 19 March 2015.

RONI NEPREMIČNINE, d.o.o.