



GENERAL TERMS AND CONDITIONS AND REGULATIONS FOR PROFESSIONAL CLIENTS



VBO Vereniging van
makelaars en taxateurs

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GO FOR CERTAINTY!

Dear Reader,

You have given a contract to an estate agent or valuer affiliated with trade association VBO. A good choice!

The VBO-affiliated estate agent or valuer uses prescribed model agreements, conditions and regulations. As a result, rights and obligations are always clear to both you and the estate agent or valuer. The terms and regulations can be found here.

General Brokerage Terms and Conditions for Consumers (p.6)

These terms are part of a valuation or brokerage. They are part of the arrangements you make with your valuer or estate agent.

The VBO Code of Professional Conduct (p.14)

It tells you what you should expect from a professional estate agent or valuer.

Complaints and Disciplinary Rules (p.16)

Would you like to file a complaint? You can see exactly how that works here.

Privacy regulations (p.20)

We explain how the VBO estate agent or valuer complies with privacy laws.

If you have questions about these documents, feel free to ask your estate agent or valuer. For more information about VBO, visit www.vbomakelaar.nl.

Kind regards,

Harry Bruijniks
VBO Chairman

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GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL CLIENTS

This brochure contains the "General Terms and Conditions for Professional Principals" which are effective as per a resolution of the General Shareholders' Meeting of 22 June 2018.

GENERAL

Article 1 - Scope

These general terms and conditions for professional clients of VBO apply to the provision of services relating to real estate located in the Netherlands where the client is a legal entity or natural person acting in the course of a profession or business.

Article 2 - Definitions and terms

In these general terms and conditions, the following definitions apply:

- a. Estate agent or valuer or contractor: A VBO-affiliated estate agent or valuer (or their company);
- b. Contract: the agreement for the provision of services. Services are defined as: brokerage with respect to the purchase, sale, renting or letting of immovable property (Article 11 et seq.); the valuation of immovable property (Article 17); property management of immovable property (Article 18) and the other services to be performed by the VBO estate agent;
- c. Client: the legal entity or natural person acting in the course of a profession or business, who gives the assignment to the estate agent or valuer;
- d. Immovable property: immovable property also includes collateral securities on immovable property, namely the ground lease, the right of superficies, the right of use and occupation, the right of usufruct, the apartment right, easements, and mortgage and pledge rights;
- e. Fee: the price for the estate agent or valuer's services, including the commission;
- f. Commission: the fee payable in respect of brokerage relating to purchase, sale, renting or letting, valuation, property management of immovable property and the other services to be performed by the estate agent or valuer;
- g. Trade association VBO, Gildeweg 13, 2632 BD Nootdorp.

Article 3 - General and personal offer

1. The estate agent's general offer to the client contains a clear description of the services the client in question can expect. The general offer also contains the fee for the services and the other conditions under which the services are provided.
2. After the client has examined the general offer, the estate agent or valuer will offer the client the opportunity to enter into negotiations with them about it in order to arrive at a personal offer.
3. The personal offer is accompanied by a copy of these general terms and conditions, the VBO Code of Professional Conduct and the Rules on Complaints and Disciplinary Proceedings.
4. In the absence of a written contract signed by the client or a signed contract sent electronically by the client, the estate agent or valuer is not entitled to any payment of fees or expenses unless they can prove the existence of the contract in the event of a dispute.

Article 4 - Formation of the contract

The contract is formed by acceptance of the offer by the client.

Article 5 - Term of the contract

Unless otherwise agreed between the parties, the contract is valid for an indefinite period of time.

Article 6 - End of the contract

1. The contract ends by:
 - a. fulfilment of the contract by the estate agent or valuer, unless there is a contract which by its nature is continuous (Article 18);
 - b. withdrawal of the contract by the client;
 - c. return of the contract by the estate agent or valuer;
 - d. termination of the contract by either party;
 - e. death of the client as a natural person, before the contract has been fulfilled by the estate agent or valuer;
 - f. bankruptcy or application for suspension of payments of either party.
2. The estate agent or valuer has fulfilled their contract as soon as the agreed performance has been delivered or - in the case of brokerage in an estate agency service - the intended agreement between the parties concerned has taken effect as a result of services rendered by them. In that case, an agreement only exists if it has been entered into in writing. In the case of the purchase of immovable property by a client, the estate agent has fulfilled the contract if the consensus between the parties is evidenced by a written agreement signed by both parties. Being fulfilled does not affect the estate agent's obligation arising from the contract to assist the client with finalisation. In the case of agreements of which the effectuation or the obligation to perform depends on a suspensive or resolutive condition pursuant to a clause in the agreement, the question of whether the contract has been fulfilled also depends on it.
3. Note: In the case of the purchase of immovable property by a client, an agreement already exists if the purchase is concluded verbally, unless the immovable property is a residential property and the buyer is a natural person who is not acting in the course of a profession or business.
4. A contract may be revoked at any time and without notice. The client is never liable for damages in respect of a termination. The estate agent or valuer is entitled to reimbursement of costs already incurred in this respect as referred to in Article 14 and, if and in so far as agreed when the contract was issued, to a percentage of the remuneration or the rate agreed for this purpose. Withdrawal of a contract should preferably be done in writing or digitally.
5. The estate agent or valuer may return the contract for compelling reasons. Compelling reasons include at least the following: the situation described in Article 11 paragraph 4 or a serious disruption of the relationship between the estate agent or valuer and the client. Return by the estate agent or valuer must be made in writing or digitally.
6. A contract may be terminated when the other party fails to fulfil its obligations.
7. The date for termination of the contract is the date on which the estate agent or valuer or the client, respectively, receives the communication (sent in writing or digitally) regarding the withdrawal, return, dissolution, bankruptcy/suspension of payments or death (natural person) or the later date specified in that communication.

Article 7 - Turnover tax, exigibility

1. The agreed fee and additional costs are, unless expressly otherwise agreed, exclusive of the statutory turnover tax (VAT). These amounts will be increased by the statutory VAT.
2. Unless otherwise agreed, all claims for fees due, commission or costs will be immediately due and payable as soon as the contract is completed, or it ends for other reasons. All this without prejudice to the provisions of Article 13 paragraph 2.

Article 8 - General obligations of the estate agent or valuer

1. The estate agent or valuer carries out the contract accepted by them to the best of their knowledge and ability, subject to the rules of conduct and professional practice applicable to them. Unless otherwise agreed, the estate agent or valuer may have the work necessary to perform the contract performed by one or more third parties, under their

- responsibility.
2. The estate agent or valuer keeps the client regularly informed of progress.
 3. The estate agent or valuer is required to have and maintain valid professional liability insurance with adequate coverage, in accordance with the obligation imposed by VBO in this regard.

Article 9 - General obligations of the client

1. The client provides to the estate agent or valuer, to the best of their knowledge and ability, such information as the estate agent or valuer requires in order to properly perform the contract.
2. Unless otherwise agreed, the client is not permitted to engage in any activities that may interfere with the estate agent or valuer's performance of the contract or interfere with their activities without consulting the estate agent or valuer.

Article 10 - Payment

1. The client pays the estate agent or valuer for services in accordance with what has been agreed.
2. The estate agent or valuer sends the client an itemised invoice that specifies a reasonable payment term.
3. If the client fails to pay within the term specified in the invoice, the client will be in default and the estate agent or valuer will be entitled to charge the statutory interest of commercial transactions pursuant to Section 6:119a of the Dutch Civil Code.
4. The estate agent or valuer is authorised to proceed with the collection of the amount due to them without further notice of default after the expiration of two weeks from the date specified in the invoice. The reasonably related judicial and extrajudicial costs will be borne by the client.
5. In case an order is issued by more than one client, each of them will be jointly and severally liable for payment of all amounts due, regardless of the reason.

BROKERAGE

Article 11 - Brokerage contract

1. The estate agent ensures that the client has information regarding the estate agent's range of services, the rights and obligations arising from the contract and the usual course of action in property transactions.
2. Unless otherwise agreed, the following services are available to the client (partial services are of course possible):
 - Discussing and advising on options for reaching the intended agreement;
 - Assessment of the value of the immovable property in question through advice on the purchase or sales value (this is not a professional valuation service);
 - Attention to legal, tax, structural and other aspects of interest to the extent that this can reasonably be required of the estate agent;
 - Advising on and conducting negotiations;
 - Guidance on finalisation.
3. The estate agent refrains from accepting a contract with respect to property in respect of which they already have a contract from another client. If, based on two or more current brokerage contracts, the estate agent has to provide services with respect to the same property and providing the service to one client is in conflict with the interest of the other client, the estate agent must notify their clients in writing or electronically. In such a case, the estate agent is obliged to consult with their clients no later than the stage of negotiations between the two clients. These consultations should result in the suspension or termination of one of the contracts. Thus, the estate agent is not permitted to provide services regarding the same immovable property to more than one client when providing the service to one client conflicts with the interest of the other client, regardless of their wishes.
4. If a client commissions multiple estate agents, the provisions of this chapter apply in full to each of these contracts and the client is liable to pay each of these estate agents compensation for disbursements, expenses and commission in accordance with this chapter, except to the extent that different arrangements have explicitly been made with one or more of these estate agents in this regard.
5. The estate agent complies with the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and the General Data Protection Regulation (GDPR) in carrying out the contract.
6. The estate agent is not authorised to enter into agreements on behalf of the client unless the client has given a written power of attorney to do so.

Article 12 - Obligations of the client

The client cooperates with the fulfilment by the estate agent of their obligations (e.g., identification of the client) which the latter has under the Wwft and any other legal obligations.

Article 13 - Commission

1. The client owes the estate agent commission if an agreement relating to immovable property is concluded during the term of the contract. This applies even if this agreement is not the result of services provided by the estate agent, unless it is a contract from a buyer or tenant and the buyer or tenant is buying or renting the property outside the area covered by the contract.
2. The client also owes commission if, although the agreement is established after the end of the contract, it is connected with the estate agent's services during the term of the contract. This connection is assumed to be present, subject to proof to the contrary, if the agreement is formed within three months of the end of the contract. If the contract ends as a result of withdrawal by the client and the client observes a deadline when

withdrawing, the aforementioned period of three months will be as much shorter as there is time between when the estate agent receives the written notice of withdrawal and when the contract ends. The foregoing does not apply if, at the time of the termination of the contract, a similar contract has been given to another estate agent and that contract is still ongoing at the time of the formation of the agreement.

3. Unless otherwise agreed, the commission in respect of brokerage in the purchase or sale of immovable property first becomes due and payable at the time of the legal transfer of the property before the civil-law notary, without the client owing interest to the estate agent over the period between the commission being owed and the commission being due and payable. When it is established that a negotiated agreement does not lead to a legal transfer of immovable property before the civil-law notary and the estate agent is entitled to commission, the commission is due and payable from that moment.
4. In the case of agreements of which the effectuation or the obligation to perform depends on a suspensive or resolutive condition pursuant to a clause in the agreement, the right to commission also depends on it, unless one or both of the parties does/do not apply the relevant condition in accordance with its purport.
5. The commission is calculated on the basis of agreements between the parties in this respect.

Article 14 - Costs

1. Unless otherwise agreed, the client will reimburse the costs the estate agent incurs on behalf of the client. The estate agent should consult with their client in advance about incurring these costs and their extent.
2. Without prejudice to the provisions of paragraph 1 of this article, a client who withdraws or suspends a contract for services will also owe the estate agent a fee. If the amount of this fee has not been agreed upon, it should be determined reasonably.

Article 15 - Calculation of commission for purchase and sale

If the amount of the commission depends on the purchase price, the following paragraphs of this article apply.

1. The purchase price means the amount owed by the buyer to the seller, excluding the costs and duties related to the transfer, such as transfer tax, notarial costs and land registry costs.
2. If a component of the purchase price consists of the VAT owed by the entrepreneur, the commission will also be calculated on the total amount including VAT.
3. With immovable property under construction or yet to be built, the commission will be calculated on the purchase and construction sum together, or on the expected construction sum or construction costs as evidenced by the agreement, including VAT, unless the buyer is entitled to deduct VAT.
4. In the event of purchase and sale of a ground lease or of a structure on leasehold land, the commission will be calculated on the amount agreed between the buyer and seller, increased by an amount equal to ten times the periodic fee on an annual basis.
5. When buying and selling an apartment right, the commission will be calculated on the purchase price of the apartment right.
6. When buying and selling a membership right of a cooperative association for the operation of immovable property or shares in undivided properties, the commission is calculated on the purchase price of the membership right or share in question, without deduction of the share in any mortgage loan.
7. When buying and selling shares in a public or private limited company, the commission is calculated on the traded fraction in the sales value of the company's property, as evidenced by the relevant number of shares.
8. For commission calculation purposes, the following are considered equivalent to purchase and sale agreements:

- Property exchange;
 - Hire purchase;
 - Instalment sale;
 - Purchase and sale that does not necessarily include the obligation to transfer title (transfer of beneficial ownership);
 - Establishing a right of leasehold, superficies or other collateral securities.
9. If, in addition to the immovable property, movable property (e.g. in the form of furniture, furnishings and inventory) or property rights (e.g. goodwill) are also bought and sold, or if property rights such as damages, registrations, contributions and similar claims against third parties are also transferred or such rights are mutually agreed upon by the parties, the purchase price also means the purchase price of such property and property rights.

Article 16 - Calculation of commission for renting and letting

1. The commission is calculated on the basis of agreements between the parties in this respect. In so far as the parties have not agreed upon a basis for calculating the commission, the following paragraphs of this article apply:
 - a. Rent is the amount agreed between the tenant and landlord as compensation for the mere enjoyment of the immovable property for the first rental year.
 - b. The commission is calculated on the rent + VAT, if applicable, unless the tenant is entitled to deduct the VAT.
 - c. If pursuant to the agreement a different amount of rent will be due in any subsequent year than in the first rental year and this amount is already known at the time the agreement is made, while this apparently has a purpose other than to keep the rent in line with the change in the value of the euro, the total of these amounts divided by the number of years to which they relate will be taken into account for the calculation of the commission.
 - d. A portion of a rental year will be considered as a full rental year.
 - e. For commission calculation purposes, the following are considered equivalent to rental agreements:
 - Leases;
 - Rental exchange agreements;
 - Agreements for use;
 - Agreements concerning a real right of use and occupation;
 - Other similar agreements, such as finance lease or operational lease.
2. If, on the occasion of the formation of the rental agreement, an option right to buy, a right of first refusal or an obligation to buy is agreed upon for a sum, the amount or method of calculation of which is stipulated in the agreement or which is to be determined with the assistance of the estate agent, and the purchase is effected during the agreed or extended term of the original or renewed rental agreement, commissions on account of the purchase and sale will also be payable in accordance with the agreed rates for purchase and sale. If the amount of the rates has not been agreed upon, the commission will be determined on a reasonable basis.
3. If movable items (such as furniture, furnishings, inventory) or property rights (e.g. goodwill) are also hired or hired out, rent will include the agreed rent for these items. If items are also purchased and sold or if property rights such as damages, registrations, contributions and similar claims against third parties are transferred or such rights are mutually agreed upon by the parties, a commission will be payable on them in accordance with the agreed rates for purchase and sale. If no agreements have been made regarding the amount of rates for buying and selling, the commission must be determined reasonably.

VALUATION

Article 17 - Valuation

1. Valuation of immovable property is giving the client an opinion of its value and providing an adequate report on it. A valuation should be performed by the valuer in person.
2. The valuer, as well as the valuation report, must comply with the rules of conduct and professional practice and the requirements set by the Netherlands Register of Real Estate Valuers (Nederlands Register Vastgoed Taxateurs, NRVT), respectively. In doing so, the valuer follows the international EVS/ IVS guidelines. In addition, the valuer provides a professional valuation service according to the NRVT Chamber Rules(s) applicable to them. In doing so, the valuer submits to, among other things, the disciplinary law applicable to them.
3. Unless otherwise agreed, the report will be issued to the client. The valuer will not make the report available to third parties unless with permission from the client. The valuer retains ownership of the reports issued until the invoice has been paid in full.
4. The valuer accepts responsibility for the contents of the report only in relation to the client, i.e. not in relation to third parties, unless the valuation work (directly or indirectly) affects social and economic life, as is the case, for example, with valuation work for the purposes of annual financial reporting or lending or other (financial) services. The client will be free to make the report or data in it, unless it evidently contains information intended solely for them, available for inspection or disposal to third parties, provided that they have paid the fee due to the valuer and make it clear to such third parties that the valuer does not accept any responsibility towards third parties with regard to the contents of the report, unless the valuation work (directly or indirectly) affects social and economic life, as described above in this article.
5. Unless otherwise agreed in the engagement letter/confirmation, the client owes the agreed fee for the valuation contract as soon as the report is delivered.
6. If the client withdraws the valuation contract before it has been executed, the client will be liable to pay a fee for the work already performed. If the amount of this fee has not been agreed upon, it should be determined reasonably.
7. The costs necessarily incurred by the valuer in the context of the valuation contract regarding travel and accommodation, fees, searches in the land register and other disbursements will be reimbursed by the client. With respect to incurring these costs and their extent, the valuer must either consult with their client in advance or have agreed these costs in writing, preferably as part of the valuation contract, with the client.
8. For valuations pursuant to a contract issued to multiple valuers, the fee will be charged by each individual valuer.
9. The fee is calculated on the basis of agreements between the parties in this respect in the engagement letter/confirmation. It is not permitted to make the rate dependent on the assessed value.

PROPERTY MANAGEMENT

Article 18 - Property management

1. Property management involves the provision of services to the client with respect to one or more items of immovable property, which benefit the maintenance and operation and contribute to an optimal return on the financial resources invested. The client who commissions property management may be the owner or the person who possesses or otherwise controls the property.
2. The services to be provided may be of a commercial, technical or administrative nature. The services of a property manager may include:
 - Taking care of rent collection;
 - Involvement in additional supplies and services (administrative processing, settlement with tenants, monitoring the quality of supplies and services);
 - Taking care of payment of fees and charges;
 - Work related to periodic rent adjustments;
 - Commissioning maintenance (handling, assessing and remedying complaints, periodic inspection, multi-year planning, checking and paying invoices);
 - Taking care of re-letting vacant portions and other activities related to rental mutations;
 - Providing advice.
3. Withdrawal of a property management contract must be in writing. In case of withdrawal, a notice period of at least three months must be observed.
4. The contract may also include serving as a director of an Association of Owners of apartment rights or as secretary-treasurer of a cooperative real estate operating association.
5. The client and the contractor may agree that costs incurred in connection with the lease of managed real estate will be charged separately on a case-by-case basis.
6. In special cases, for example in the case of additional efforts by the contractor or the provision of services not provided for in these terms and conditions, a special fee may be agreed upon between the client and the contractor.
7. The contractor may charge the client for expenses incurred by them in connection with the management contract.

THE VBO CODE OF PROFESSIONAL CONDUCT

1) Expert & Service-oriented

- a. VBO-affiliated estate agents and valuers are service providers who keep their professional knowledge up to date through annual continuing education. They also meet the training and quality requirements set for them by the association. If the estate agent or valuer is affiliated with a candidate member of VBO, the affiliate will make this known to its client.
- b. Work for which Members¹ have insufficient expertise will not be performed without the assistance of an expert colleague. Valuers affiliated with VBO are bound by the European Valuation Standard (EVS) and associated professional code of conduct in the field of valuation.²
- c. Any expert opinion, value assessment, advice, valuation or valuation report of property subject to public registration which has been prepared by a valuer affiliated with VBO must, without exception, be signed by that VBO valuer.
- d. In the course of their profession, members are required to use the most recent versions of the standard contracts made available by VBO.
- e. The estate agent has a duty of care to disclose and examine the accuracy of relevant information relating to the property for which the contract is received. The agreed industry standards such as the Measuring Instruction for Homes and Photo Guide for Homes are used. VBO members will not solicit or accept gifts, discounts or other benefits from another client in connection with their contract.
- f. A seller, after obtaining advice from the estate agent, determines which sales process to use. A selling agent advises on this on the basis of the client's best interest by outlining different options and discussing the pros and cons of different methods. Any switch to another sales process is always submitted to the seller for approval.

2) Open attitude

- a. VBO members protect and promote exclusively the interests of their client. They do not act simultaneously for two parties seeking to reach an agreement with each other and do not charge double commission within a transaction/service.
- b. The member will arrange for clear, itemised invoicing for the service rendered.
- c. The VBO member may have a direct or indirect interest in real estate transactions, but must always communicate openly about this. The other party should therefore be made aware in writing before negotiations begin that the VBO member has a direct or indirect interest in the transactions in question. No commission may be charged in such cases.
- d. The VBO member is prohibited from engaging in any activities or being involved in any other way in acts that would compromise the member's independence.
- e. The VBO member, when faced with a complaint, will attempt to reach a resolution, as befits a professional practitioner. Failing that, they will point the complainant to the applicable complaints procedure and/or disciplinary proceedings.
- f. A complaint must be filed within a period of one year from the day on which the complainant learned of the actions or omissions of the estate agent/valuer. In any event, this must occur no later than within a period of five years after the act or omission that allegedly justified a complaint.

¹ When reference is made in this document to "member" or "members," it always includes estate agents, valuers or employees affiliated with the member who perform work in connection with a brokerage or valuation contract.

² www.tegova.org/european-valuation-standards-evs

3) Regarding residential sales

- a. An estate agent (buying and selling) serves only the interest of their client. The estate agent is not permitted to simultaneously serve an interest other than that of their client. If other interests are involved, they will discuss with the client how they can be assured that only their interest is served. The estate agent explains where they can go with any complaints.
- b. A seller decides what sales process to use. A selling agent advises on this from the client's perspective by outlining different options and discussing the pros and cons of different methods. Any switch to another sales process is always submitted to the seller for approval.
- c. A seller decides which platform they want to use to offer a property. The premise is that the new property is offered on each of the platforms chosen by the seller (open and closed) at the same time and under the same conditions so that all house hunters have an equal opportunity to be aware of new offers.
- d. If a property is publicly advertised, anyone who wishes to do so should be able to view a property. If viewing opportunities are limited, additional transparent criteria can be used to select potential buyers. Just having a buying agent should not be a reason for selection in this regard. During this pre-selection, no offers (without obligation) may be solicited.
- e. A selling agent treats all potential and prospective buyers equally. The estate agent clearly communicates in advance to all prospective buyers what the rules of the chosen bidding process are and provides all necessary information to prospective buyers for making an offer. If there is a switch to a different bidding process, it will be communicated simultaneously to all prospective buyers. This will include the reason for the switch. Under no circumstances will information be shared with prospective buyers or their estate agent about bids already received or the desired bid.
- f. Throughout the sales process, there is no difference in information between selling agent and seller. To this end, clear agreements are made in advance on how and when sellers will be informed. The premise is that all information is shared in real time. In addition, all bids (including caveats, moveable property and personal messages) and time of receipt are automatically recorded in a bid log and shared with the seller.
- g. A selling agent treats all potential and prospective buyers equally. The estate agent clearly communicates in advance to all prospective buyers what the rules of the chosen bidding process are and provides all necessary information to prospective buyers for making an offer. If there is a switch to a different bidding process, it will be communicated simultaneously to all prospective buyers. This will include the reason for the switch. Under no circumstances will information be shared with prospective buyers or their estate agent about bids already received or the desired bid. Throughout the sales process, there is no difference in information between selling agent and seller. To this end, clear agreements are made in advance on how and when sellers will be informed. The premise is that all information is shared in real time. In addition, all bids (including caveats, moveable property and personal messages) and time of receipt are automatically recorded in a bid log and shared with the seller.
- h. Prospective buyers have the opportunity to control the bidding process. All prospective buyers who have submitted a bid will receive an anonymised bid log after the expiration of the consideration period and/or any resolutive conditions in which the progress of the bidding process is automatically made transparent, regardless of the bidding method.
- i. The automatic bid log is monitored by an independent, third party. This third party is accredited by the Dutch Accreditation Council.

4) Honest communication

VBO members are required to disclose to those wishing to bid on a property whether they are free to accept bids or whether they are already in negotiations with respect to the property in question.

If the other party is assisted by one or more experts, communication will be made only through those expert(s).

VBO members handle any knowledge acquired in the course of their profession confidentially. Also, applicable privacy laws are observed with regard to all (personal) data recorded.

VBO members and all their affiliated employees, estate agents and valuers act with honesty and integrity in the course of their profession and as private individuals. They adhere to the common standards of decency and values that characterise the profession. They avoid unfair competition. Members will challenge each other when this is not the case. The relevant estate agent/valuer will then be accountable in a timely and transparent manner.

VBO members are characterised by collegiality and loyalty and refrain from making negative remarks about colleagues to third parties. Instead, in cases of alleged wrongdoing, they follow the usual complaint/disciplinary procedure as outlined in this Code of Conduct.

COMPLAINTS & DISCIPLINARY RULES

VBO has agreed industry-wide to transfer its complaints board and disciplinary jurisdiction entirely to the Dutch Foundation for Consumer Complaints Boards ('Disputes Committee'): <https://medezeggenschapscommissie/klachtenloket-vastgoedprofessionals>. You have the right to take your dispute to court at any time. However, the Disputes Committee is an inexpensive and approachable way to resolve your dispute.

If you have questions, would like advice or would like to file a complaint, please contact the Klachtenloket Vastgoedprofessionals (Real Estate Professionals Complaints Desk) first. A real estate professional is a provider whose profession is real estate agent, valuer or building engineer. Do you have a complaint about such a professional? Then you can use the Klachtenloket Vastgoedprofessionals free of charge, if this provider is a member of VBO.

If you choose to take your case to the Disputes Committee, the procedure is as follows:

Step 1: You first reported your dissatisfaction to the real estate professional and gave them 1 month to resolve the complaint with you. This did not work out.

Step 2: After Step 1, submit the complaint to the Klachtenloket Vastgoedprofessionals. The Klachtenloket Vastgoedprofessionals offers free information, advice and/or mediation to reach a resolution.

Step 3: You are still not satisfied. The complaints desk can then give you a referral to one of the following committees:

Commissie Makelaardij (Brokerage Committee)

This committee handles complaints about the agreement with a real estate professional. The main complaints the committee can handle are complaints about:

- Commission
- Damages
- Quality of service
- Withdrawal costs

The committee does not handle complaints about liability for damage or loss where the amount in dispute exceeds €10,000. For other subjects, however, the amount may exceed €10,000, see Article 21 of the General Brokerage Terms and Conditions for Consumers. The Commissie Makelaardij does not handle cases involving professional clients.

Tuchtcommissie Vastgoedprofessionals (Real Estate Professionals Disciplinary Tribunal)

The Disciplinary Tribunal handles complaints about acts or omissions that may:

- conflict with the rules of the organisation with which the real estate professional is or was affiliated, such as conflicts with the provisions of the articles of association of affiliated organisations, regulations or resolutions of the organisation with which the real estate professional is affiliated, and/or
- undermine confidence in the status of real estate professionals and/or
- be contrary to the honour of that status, respectively the code of practice or code of

- conduct of the organisation with which the real estate professional is affiliated and/or
- conflict with provisions in the facilities agreement. This may include, for example, unseemly behaviour by the real estate professional.

Step 4: Once you have received the ruling, the case is closed. Nevertheless, you may still have questions. This page tells you what steps you can then take:

<https://www.degeschillencommissie.nl/procesinformatie/afhandelen/>.

Step 5: You cannot appeal the decision of the Disputes Committee. However, you can decide to go to court and request that the ruling be set aside:

- within 2 months of the ruling
- the court may set aside the ruling if it does not find it reasonable

PRIVACY REGULATIONS

VBO estate agents and valuers handle privacy-sensitive information with care. In these privacy regulations you can read how VBO estate agents and valuers and VBO handle your data.

What data are recorded by VBO members?

The following data are recorded by VBO members if you have instructed a VBO member to sell or rent out a property:

- Your name, street name, house number, any additions and other contact information such as phone number and email address;
- The reason for sale or rental;
- The date when the property was put up for sale or rent and the period the property was for sale or rent;
- The description, photos, videos, other media and features of the property (and property-related areas) such as the asking price or rent and its development, year of construction, area and layout, contents, land registry data and WOZ value;
- Photos and videos of the house and garden(s)/patio(s);
- The reason for termination of the brokerage contract;
- When the property is sold or rented: The transaction details such as the sales or rental price and the date of the transaction, and/or
- Other information you provide to your VBO estate agent.

The following data will be recorded by a VBO member if you have instructed a VBO member to buy or rent a property:

- Your name, street name, house number, any additions and other contact information such as phone number and email address;
- The search profile that includes your search criteria and housing requirements;
- The reason for buying or renting;
- Your age and income category and family composition;
- When a property is purchased or leased: The transaction details such as the purchase or rental price and the date of the transaction;
- Other information you provide to your VBO estate agent.

If you purchase or rent a home through a VBO member, the estate agent uses your information to maintain contact with you for such purposes as sending you the purchase agreement. In addition, your data may be used for:

- Finding a suitable home;
- Advisory purposes, when requested by you;
- Other correspondence necessary to properly handle the transfer of the property
- Performing analysis and reporting so that the VBO estate agent can improve its services;
- Sending information about products and services of your VBO estate agent or VBO (unsubscribing can be done through your VBO estate agent).

If you buy or rent a home from someone who uses the services of a VBO member, the estate agent will use your information to maintain contact with you, for example, to send you the purchase agreement. In addition, your data may be used for:

- Advisory purposes, when requested by you;
- Other correspondence necessary to properly transfer the property;
- Performing analysis and reporting so that the VBO estate agent can improve its services;
- Sending information about products and services of your VBO estate agent or VBO (unsubscribing can be done through your VBO estate agent).

Valuation database

Pursuant to the Praktijkhandreiking Wonen (Practical Housing Guideline), the valuer must, in accordance with the statutory retention periods, keep the valuation file for the duration of 20 years. VBO facilitates a digital database to allow the valuation file to be kept digitally in a manner that meets the requirements prescribed by law and professional rules and rules of conduct. In this system, all written documents are kept, including but not limited to descriptions, measurement records, photographs and tables, which have been used for the purpose of preparing a valuation report that is an elaboration of a physical survey on site and has been prepared in accordance with the conditions set by NRVV.

VBO database

VBO members' systems are linked to a national VBO database. This system contains current and historical data on homes and other real estate listed for sale or rental with VBO members and other estate agents. All VBO members are connected to this system. You can read about how the association uses the system below.

VBO Association

VBO is the second-largest trade association of estate agents, valuers and letting brokers. VBO provides support and various services to its members and maintains a central object database. VBO members can share information among themselves about homes and other real estate. Learn more about VBO at www.vbomakelaar.nl.

What data does VBO capture?

Through an automatic link, VBO receives the data recorded by VBO estate agents and valuers. Not all data are captured by the Association. For example, data directly traceable to you are not recorded by the Association. These data are stored exclusively in the estate agent firm's systems.

What does VBO use the data for?

The stored data are used exclusively in the context of managing and maintaining the system, obtaining and making statistics, scientific research, presentations of figures about the housing market in the Netherlands and possible future presentations of your property.

Who has access to the data?

VBO members have access to the database as part of their services. Employees, management and board of the Association and employees of the managing IT company also have access to the database as part of their daily work. VBO provides certain database information to third parties such as:

- Universities and research institutes for research purposes;
- Statistics Netherlands so as to reduce the regulatory burden;
- Other non-commercial parties to the extent that the data exchange helps reduce administrative burdens or contributes to understanding and/or improving the housing market.

VBO provides access only to the data necessary for the stated purpose and provides access at an aggregate level. VBO assures this contractually and technically.

Security and retention period

VBO will ensure that your data are securely stored and adequately protected against unauthorised use, unauthorised access, alteration or unlawful destruction. Your data will be kept as long as necessary for the aforementioned purposes or to the extent necessary due to legal obligations or for resolving any disputes.

Access, correction and deletion

VBO does not store identifying data. Accordingly, your requests to access, correct or delete data should be directed to your VBO member. In principle, the VBO estate agent or valuer will respond to your request within a period of 4 weeks. Your VBO estate agent or valuer will delete your personal data as soon as possible unless and to the extent that the law requires them to retain the personal data in question or there are other compelling reasons against deletion.

Questions?

VBO takes your privacy very seriously. If you have any questions, please contact your VBO estate agent or VBO.



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