

The industry association for  
real estate professionals.



# General Terms and Conditions for Consumers

Vastgoed  
 Ned.

## **GO FOR CERTAINTY!**

Dear Reader,

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

The Vastgoed Nederland-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.4)**

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

### **The Vastgoed Nederland 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.19)**

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

### **Privacy regulations (p.21)**

We explain how the Vastgoed Nederland 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 Vastgoed Nederland, visit [www.vastgoednederland.nl](http://www.vastgoednederland.nl).

Kind regards,

**Ronald Touwslager**

Vastgoed Nederland Chairman

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# GENERAL BROKERAGE TERMS AND CONDITIONS FOR CONSUMERS

These are the general terms and conditions of Vastgoed Nederland Estate Agents. This sets out the rights and obligations of your estate agent and yourself. These conditions were drawn up in consultation with the NVM, the Dutch Homeowners' Association and the Dutch Consumers' Association within the framework of the Self-Regulation Coordination Group of the Social and Economic Council. They took effect on 1 September 2018.

## ARTICLE 1 – WHEN DO THESE TERMS AND CONDITIONS APPLY?

These general terms and conditions apply to any contract for services granted by a private customer to a real estate agent.

## ARTICLE 2 – WHAT DO CERTAIN TERMS MEAN?

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

1. Private customer: client, natural person, not acting in the course of a profession or business (consumer).
2. Estate agent: a (trade organisation)-affiliated estate agent or valuer or the company of a (trade organisation)-affiliated estate agent or valuer. A valuer does not do the same work as an estate agent. An estate agent represents the interests of their client. A valuer, on the other hand, is impartial. Their work is estimating the value of real estate and reporting on this in writing. Because valuers must also comply with these terms and conditions, the term “estate agent” also refers to “valuer” in so far as the nature of the provisions does not dictate otherwise.
3. Remuneration: the fee paid by the consumer to the estate agent for their services, excluding additional costs. In practice, remuneration is often referred to as “commission” or “fee”.
4. In writing: in writing or written also means by email.

### **ARTICLE 3 – HOW DO THE ESTATE AGENT AND YOU ARRANGE THE CONTRACT?**

1. The estate agent sets out the contract in writing. They indicate in this contract that these general terms and conditions apply.
2. The contract contains at least a clear description of the services, the remuneration and the costs. What if you later instruct the estate agent to carry out other or additional services? The estate agent will then confirm this to you in writing, including the price agreements for these services. The estate agent can use a price list with an overview of their remunerations and third party costs.
3. The remuneration and the costs in the contract are inclusive of VAT.
4. If you accept the estate agent's offer, there is a contract. In the event of a conflict of opinion, the estate agent must demonstrate that you accepted the offer. If they are unable to do so, you do not need to pay the estate agent anything.
5. You will receive these general terms and conditions with the estate agent's offer.

### **ARTICLE 4 – DO YOU HAVE A REFLECTION PERIOD?**

1. In some cases, you may have a statutory reflection period of fourteen days during which you may cancel the contract. The contract will indicate whether you have a reflection period.
2. Are you legally entitled to a reflection period and has the estate agent not informed you of this? The reflection period will then be extended to a maximum of one year after you have awarded the contract. What if you receive the information at a later date? You will have a reflection period of fourteen days from that date.
3. Do you want to terminate the contract within the reflection period? You must inform the estate agent in writing within the reflection period. You can use a form provided by the estate agent for this purpose.

#### **ARTICLE 5 – WHAT OBLIGATIONS DOES THE ESTATE AGENT HAVE?**

1. The estate agent will carry out the contract with due care and expertise. They represent your interests in this respect.
2. The estate agent will regularly keep you informed of progress.
3. The estate agent is required to adequately insure and maintain insurance for their liability for damage and loss.
4. The estate agent will comply with the statutory provisions on the processing of personal data.
5. The estate agent may not represent both the seller and buyer of the same object. Nor may the estate agent represent both the tenant and the landlord of the same object. If this is the case, the estate agent must consult their clients as soon as possible and suspend or terminate one of the contracts (see Article 15).
6. The estate agent may not conclude an agreement on your behalf unless you have given a written power of attorney to do so.

#### **ARTICLE 6 – WHAT ARE YOUR OBLIGATIONS?**

1. You will give the estate agent all the information they need to carry out the contract.
2. Unless you agree otherwise in writing, you may not carry out any activities that may interfere with the implementation of the contract by the estate agent. For example, you may not make use of another estate agent.
3. You must enable the estate agent to carry out their obligations under the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and any other statutory obligations.
4. If your property or plot has been sold and the buyer invokes a resolutive or suspensive condition in the purchase agreement or dissolves it within the statutory reflection period, you must immediately inform the estate agent in writing.

#### **ARTICLE 7 – WHAT WORK WILL THE ESTATE AGENT CARRY OUT?**

1. The estate agent will carry out the work needed to implement the contract for the agreed remuneration. The contract concerns brokerage activities, valuation or the provision of other services.

2. All work agreed for the remuneration will be captured in writing in as clear, comprehensible and specific a manner as reasonably possible.
3. A brokerage contract will always include the following activities:
  - a. Assessing the value of the immovable property;
  - b. Giving advice on (the conduct of) negotiations;
  - c. Conducting negotiations.
4. Unless expressly agreed otherwise in writing, the brokerage contract also at least includes the following activities:
  - a. Carrying out the necessary promotional activities and providing the necessary promotional materials;
  - b. Collecting and requesting information on legal, tax, structural and other relevant aspects concerning the immovable property and giving advice on this if necessary;
  - c. Helping to obtain an energy label or energy performance certificate;
  - d. Arranging and supervising viewings;
  - e. Giving advice on and drawing up the purchase or rental agreement;
  - f. Supervising the completion of the sale/purchase and rental transactions.

#### **ARTICLE 8 – WHAT SPECIAL RULES APPLY TO A VALUATION?**

1. A valuation of immovable property concerns estimating the market value and capturing this value in a standard model report. You may need a valuation to apply for a mortgage, for example.
2. A valuation will be carried out in person by a registered valuer. A valuation report must be able to be relied upon in economic and social life. A valuation is therefore significantly different from a value estimate provided by an estate agent as referred to in Article 7.
3. The valuation report will contain the purpose for which the contract is awarded. The valuation report is not intended to be used for other purposes.
4. If multiple valuers are involved in a contract, they will draw up a valuation report together. If they cannot agree on the contents of the valuation report, they will discuss this with you. Depending on the agreements, they may hire an additional valuer to draw up a valuation report or issue a valuation report which sets out their own findings.

5. If multiple valuers have carried out the contract, you will receive an invoice for their remuneration and costs from each of them, unless you have agreed otherwise.

#### **ARTICLE 9 – WHEN HAS THE ESTATE AGENT COMPLETED THE CONTRACT?**

1. Unless you have agreed otherwise, the following applies:
  - a. The estate agent has completed the contract once the agreed performance has been delivered.
  - b. A brokerage contract will have been completed once the purchase or rental agreement has been signed by both parties. The estate agent must still assist you with the finalisation of the agreement.
  - c. A brokerage contract will also have been completed if during the term of the contract a purchase or rental agreement has been concluded which is not the result of the services provided by the estate agent. The contract will not have been completed if you, as a buyer or tenant, buy or rent something outside of the scope of the contract.
2. Contracts concerning purchase or rental agreements that contain suspensive or resolutive conditions (including the statutory reflection period) will only be completed once the suspensive conditions have been met and the parties can no longer invoke a resolutive condition.

#### **ARTICLE 10 – HOW IS THE REMUNERATION CALCULATED?**

1. You discuss the way to calculate the remuneration with the estate agent in advance. Is it a percentage of the purchase price, a fixed total amount, or an hourly rate? You capture this in the contract.
2. Unless otherwise agreed, the purchase price is the amount the buyer must pay to the seller. This amount does not include costs of the transfer, such as transfer taxes, notarial fees and land registry fees.
3. Additional agreements are often needed in special cases. Unless otherwise agreed, the purchase price will consist of:
  - a. If VAT is due on the purchase price: the amount including VAT.
  - b. For new construction: the purchase and contract price together, including VAT.

- c. In case of a long-term ground lease and/or building and planting rights: the amount agreed on by the buyer and the seller, plus an amount equal to ten times the periodic annual payment.
4. If the remuneration is based on the rent, rent means: The monthly rent paid by the tenant (including any movables included in the rent).
5. You will then pay the remuneration based on an amount of 12 times the monthly rent. Any discounts on the rent are not included in the calculation of the remuneration. This applies unless you have agreed otherwise.
6. The remuneration for a valuation may not depend on the amount of the determined (market) value.

#### **ARTICLE 11 -WHAT COSTS WILL THE ESTATE AGENT CHARGE?**

Besides the remuneration, the estate agent may also charge costs, for example, for advertisements. They will only charge these costs if you have accepted this in advance. Any agreements made will be captured in writing.

#### **ARTICLE 12 – WHEN WILL THE ESTATE AGENT BE ENTITLED TO THE REMUNERATION AND THE COSTS INCURRED?**

1. Unless otherwise agreed:
  - a. the estate agent will only be entitled to the remuneration once the contract has been completed. You will pay the costs after they have been incurred by the estate agent.
  - b. you will only pay the remuneration for a brokerage contract concerning purchase or sale upon transfer of title before the civil-law notary.
  - c. you need not pay any interest over the period between the completion of the contract and the transfer of title.
2. The estate agent will send you a specified invoice with a reasonable payment period before you are required to make the payment.
3. Has the contract been awarded by more than one person? Then each of you will be jointly and severally liable to pay the remuneration and the costs.

#### **ARTICLE 13 – WHAT WILL THE ESTATE AGENT DO IF YOU DO NOT PAY IN TIME?**

1. If you do not pay in time, the estate agent will send a payment reminder. You will be given the opportunity to pay within two weeks of receiving the reminder.
2. What if you fail to pay within these two weeks? You will be in default and the estate agent may charge statutory interest.
3. After these two weeks, the estate agent may collect the outstanding amount (or have it collected). The related costs (e.g. collection costs) will be at your expense, unless the court or disputes committee decides otherwise. These costs are, however, subject to statutory limits.

#### **ARTICLE 14 – ARE YOU ALLOWED TO CANCEL THE CONTRACT?**

1. You may withdraw the contract at any time, preferably in writing. No notice period applies in this respect.
2. Has the contract been awarded by two or more persons? The contract can then only be cancelled jointly by these clients.
3. If the contract is cancelled, the estate agent is entitled to reimbursement of the agreed costs in so far as they have been incurred. The estate agent is not entitled to part of the remuneration unless it has been agreed otherwise in the contract or follows from Article 19.
4. You will not be required to compensate for any loss suffered by the estate agent due to the cancellation.

#### **ARTICLE 15 – IS THE ESTATE AGENT ALLOWED TO CANCEL THE CONTRACT?**

1. The estate agent may only cancel the contract if they have compelling reasons for doing so. A compelling reason is in any case:
  - a. If the estate agent would otherwise work for both buyer and seller (or both tenant and landlord) (see Article 5(5)); or
  - b. A serious disruption of the relationship between the estate agent and yourself. The estate agent will inform you in writing if they cancel the contract.
2. You do not need to pay any remuneration to the estate agent if they cancel the contract. This may not be the case if Article 19 applies. You must, however, pay any costs incurred (if agreed), unless this is unreasonable.

#### **ARTICLE 16 – WHAT WILL HAPPEN IF A CONCLUDED PURCHASE OR RENTAL AGREEMENT IS NOT EXECUTED?**

The brokerage contract may have been completed, the purchase or rental agreement may have been signed, and the resolutive and suspensive conditions (including the statutory reflection period) may have expired. But if one of the parties does not cooperate with the execution, the purchase or rental agreement will not result in an actual transfer or, in case of rental, occupancy of the rented property. In this case, the estate agent is entitled to the agreed remuneration, unless you can demonstrate that the estate agent has failed in their performance and the purchase or rental agreement has not been executed as a result.

#### **ARTICLE 17 – WHAT WILL HAPPEN IF THE IMMOVABLE PROPERTY IS ASSIGNED TO ONE OF THE OWNERS, THE PARTNER OR A THIRD PARTY?**

In some cases, a property (or other object) will be assigned to one of the owners, the spouse or partner while the brokerage contract concerning a sale is still in force. The contract will end as a result. If it has been agreed that the remuneration of the estate agent depends on the sale of the property, the remuneration will be calculated based on the value of the allocation. For example, if in case of a divorce (both partners own 50% of the house) one of the partners assigns his or her share to the other party, the fee will be calculated on 50% of the value of the house. This principle also applies if the owner donates part of the house to a third party. The estate agent and yourself can make other agreements about how the remuneration will be calculated in case of allocation.

#### **ARTICLE 18 – WHAT HAPPENS IF YOU PASS AWAY?**

1. If you are the only client, the contract will end once you pass away, unless your heirs want to maintain the contract.
2. If there are multiple clients, the contract will end once one of you passes away, unless the other client wishes to maintain the contract.
3. If the contract ends due to death of the client or one of the clients, Article 14(3) and (4) will apply.

#### **ARTICLE 19 – DO YOU STILL NEED TO PAY THE REMUNERATION TO THE ESTATE AGENT AFTER THE TERMINATION OF THE CONTRACT?**

If a purchase or rental agreement is concluded after the termination of the brokerage contract, the following applies. You must pay the estate agent their remuneration if they demonstrate that this agreement has been concluded because of their services or that an agreement was not concluded because you have acted in violation of Article 6(2). The estate agent will then be entitled to the agreed remuneration or a reasonable part thereof, unless you have made other arrangements.

#### **ARTICLE 20 – WHAT WILL HAPPEN IF YOU HAVE A DISPUTE WITH YOUR ESTATE AGENT?**

1. If you have a complaint about the conclusion or implementation of the contract, you must immediately report this complaint in writing to the estate agent.
2. Does the complaint not lead to a solution? In that case, you can submit the dispute to the Geschillencommissie Makelaardij (Dutch Disputes Committee for Real Estate Agents, see [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)). You will have 12 months to do so (from the time you submitted your complaint to the estate agent). Does it concern a dispute on liability for damage or loss? In that case, the disputes committee will only be competent for damage or loss up to 10,000 euros.
3. A dispute will only be handled by the Disputes Committee if the consumer has first submitted their complaint to the estate agent with a complete and clear description.
4. If you refer a dispute to the Disputes Committee, the estate agent will be bound by this choice.
5. You can also submit the dispute to the court instead of to the Disputes Committee. But you will not be able to rely on the industry guarantee in that case (see Article 21).
6. If the estate agent wishes to submit a dispute, they will let you choose between the Disputes Committee and the court. Are you unable to make a choice within five weeks? Then the estate agent may submit the dispute to the court.
7. The Reglement Geschillencommissie Makelaardij (Disputes Committee for Estate Agents Regulations) apply to any handling by the Disputes Committee.
8. A fee will be charged for handling a dispute.

#### **ARTICLE 21 – WHAT DOES THE INDUSTRY GUARANTEE ENTAIL?**

1. The (trade association) guarantees compliance with the binding advice of the Disputes Committee up to a maximum of 10,000 euros. Does it concern a higher amount? Then (the trade association) will have a best-efforts obligation for the excess amount to ensure that the estate agent complies with this advice. This does not apply if this binding advice is submitted to the court for a review within two months after having been issued, the court declares this advice to be non-binding and it is no longer possible to appeal against this court order.
2. Suspension of payment and bankruptcy are excluded from the compliance guarantee as long as the dispute has not yet been handled at the hearing. Termination of business operations is excluded from the compliance guarantee unless the dispute has already been submitted at that time.
3. You can invoke the industry guarantee in writing once it has become clear that the estate agent does not comply with the binding advice of the Disputes Committee and this advice has not been submitted to the court for a review within two months after it was issued.
4. (The trade association) will pay you the amount within one calendar month after receiving notice of the fact that you want to invoke the industry guarantee. In that case, however, you must have transferred your claim against the estate agent to (the trade association).

#### **ARTICLE 22 – HOW ARE DEVIATING AGREEMENTS LAID DOWN?**

The estate agent must capture any deviating agreements between you and the estate agent in writing.

# THE ASSOCIATION VASTGOED NEDERLAND

## CODE OF PROFESSIONAL CONDUCT

### 1. EXPERT & SERVICE-ORIENTED

- a. Vastgoed Nederland-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 Vastgoed Nederland, the affiliate will make this known to its client.
- b. Work for which Members<sup>1</sup> have insufficient expertise will not be performed without the assistance of an expert colleague. Valuers affiliated with Vastgoed Nederland are bound by the European Valuation Standard (EVS) and associated code of professional conduct in the field of valuation.<sup>2</sup>
- 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 Vastgoed Nederland must, without exception, be signed by that Vastgoed Nederland valuer.
- d. In the course of their profession, members are required to use the most recent versions of the standard contracts made available by Vastgoed Nederland.
- 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. Vastgoed Nederland members will not solicit or accept gifts, discounts or other benefits from another client in connection with their contract.

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<sup>1</sup> 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

<sup>2</sup> <https://tego.org/european-valuation-standards-evs>

- 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. Vastgoed Nederland 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 Vastgoed Nederland 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 Vastgoed Nederland member has a direct or indirect interest in the transactions in question. No commission may be charged in such cases.
- d. The Vastgoed Nederland 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 Vastgoed Nederland 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.

### 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 resolute 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**

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

- c. Vastgoed Nederland 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.
- d. Vastgoed Nederland 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.
- e. Vastgoed Nederland 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

Vastgoed Nederland 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 Vastgoed Nederland.

*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

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

### **What data are recorded by Vastgoed Nederland members?**

**The following data are recorded by Vastgoed Nederland members if you have instructed a Vastgoed Nederland 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 Vastgoed Nederland estate agent.

**The following data will be recorded by a Vastgoed Nederland member if you have instructed a Vastgoed Nederland 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 Vastgoed Nederland estate agent.

**If you purchase or rent a home through a Vastgoed Nederland 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 Vastgoed Nederland estate agent can improve its services;
- Sending information about products and services of your Vastgoed Nederland estate agent or Vastgoed Nederland (unsubscribe can be done through your Vastgoed Nederland estate agent).

**If you buy or rent a home from someone who uses the services of a Vastgoed Nederland 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 Vastgoed Nederland estate agent can improve its services;
- Sending information about products and services of your Vastgoed Nederland estate agent or Vastgoed Nederland (unsubscribe can be done through your Vastgoed Nederland 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. Vastgoed Nederland 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 NRVT.

### **VASTGOED NEDERLAND DATABASE**

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

### **VASTGOED NEDERLAND**

Vastgoed Nederland is the second-largest trade association of estate agents, valuers and letting agents. Vastgoed Nederland provides support and various services to its members and maintains a central object database. Vastgoed Nederland members can share information among themselves about homes and other real estate. Learn more about Vastgoed Nederland at [www.vastgoednederland.nl](http://www.vastgoednederland.nl).

### **WHAT DATA DOES VASTGOED NEDERLAND CAPTURE?**

Through an automatic link, Vastgoed Nederland receives the data recorded by Vastgoed Nederland 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 VASTGOED NEDERLAND 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?**

Vastgoed Nederland 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. Vastgoed Nederland Association 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.

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

### **SECURITY AND RETENTION PERIOD**

Vastgoed Nederland 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**

Vastgoed Nederland does not store identifying data. Accordingly, your requests to access, correct or delete data should be directed to your Vastgoed Nederland member. In principle, the Vastgoed Nederland estate agent or valuer will respond to your request within a period of 4 weeks. Your Vastgoed Nederland 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?**

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

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### **Visiting adress**

Bezuidenhoutseweg 12  
2594 AV Den Haag

### **Contact**

070 345 87 03  
[Aanbod.vastgoednederland.nl](mailto:Aanbod.vastgoednederland.nl)

Vastgoed Nederland is affiliated with:



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