



FLEX ESTATE BIDDING POLICY

Last updated: [25/11/2025]

1. Purpose of this Bidding Policy

This Bidding Policy explains how bidding works on the Flex Estate platform and what rights and obligations apply to buyers and sellers when a bid is placed. By placing a bid you agree to this policy and to the general Terms & Conditions of Flex Estate.

Flex Estate is an **online real estate advertising and matching platform**. Flex Estate is **not a real estate agent, broker, or party to the purchase agreement** between buyer and seller.

2. Definitions

- **Platform:** the Flex Estate website and all related services.
- **User:** any person using the platform (buyer, seller or interested party).
- **Seller:** the user who offers a property for sale or rent on the platform.
- **Buyer:** the user who places a bid on a property via the platform.
- **Bid / Offer:** a price proposal submitted by a buyer for a specific property, including any conditions.
- **Binding bid:** a bid where the buyer has explicitly indicated that the offer is made seriously and truthfully, and that the buyer is willing and able to complete the transaction if the seller accepts.

3. Registration and Verification

3.1. To place a bid, the buyer must create a personal account on Flex Estate and be logged in.

3.2. Flex Estate uses one or more verification steps to reduce fake profiles and abuse, such as:

- a **€1 identity verification payment**, and/or
- upload of an **identity document** (with BSN number blacked out), and/or
- other verification methods that may be added later (such as iDIN).

3.3. Verification confirms only that a profile is linked to a payment method and/or identity document. **Flex Estate does not guarantee the financial position, reliability, or intentions of any user.**

4. Placing a Bid

4.1. Bids are placed via the secure bid form on the property detail page.

4.2. The buyer must provide at least:

- bid amount
- maximum budget (optional but recommended)
- financing status (e.g. “in process”, “approved”, “own funds”)
- ID upload where required
- confirmation that the information is correct and complete.

4.3. By ticking the “**binding bid**” checkbox, the buyer confirms that:

- the bid is made seriously and in good faith;
- the buyer is prepared to proceed if the seller accepts the bid;
- the buyer has read and accepted this Bidding Policy and the Flex Estate [Terms & Conditions](#).

5. Binding Nature of a Bid

5.1. A binding bid submitted through the platform is, under Dutch law, **an offer** from the buyer to the seller.

5.2. The seller is free to:

- accept the bid,
- reject the bid, or
- make a counter-offer.

5.3. A bid is **not** a purchase agreement. A purchase agreement is only created when the seller accepts the bid and the parties sign the purchase contract (usually through a notary).

5.4. Flex Estate is **not** a party to the agreement and does not negotiate on behalf of any party.

6. Bid Visibility & Minimum Overbid

6.1. Flex Estate may show the **current highest bid** and basic bid information (such as date/time) on the property page to increase transparency. Personal data of bidders is not publicly displayed.

6.2. To prevent “€1 games” and unserious overbids, Flex Estate applies a **minimum overbid step of €500**:

- If a highest bid exists, any new bid must be at least **€500 higher** than the current highest bid.

6.3. Bids that do not meet the minimum overbid step may be refused or automatically blocked by the system.

7. Communication and Confirmation

7.1. After a bid is placed:

- The buyer receives a **confirmation email** with a summary of the bid.
- The seller (or property owner) receives an email with the full bid details, including contact information and any attached documents.

7.2. Further communication, negotiations and agreements take place **directly between buyer and seller**, outside of Flex Estate, unless otherwise indicated.

8. Withdrawal and Expiry of Bids

8.1. In principle, a binding bid cannot be withdrawn unilaterally without a valid reason. Examples of reasons may include:

- serious error in the property information,
- significant misrepresentation,
- legal requirements.

8.2. Sellers may set a **response deadline** for bids. After this deadline, the bid is deemed expired unless the parties agree otherwise.

8.3. Flex Estate is not responsible for monitoring or enforcing deadlines between users.

9. Responsibilities of Buyers

The buyer is responsible for:

- providing **truthful and complete information** when placing a bid;
- ensuring that the proposed financing is realistic;
- arranging any inspections, valuations or legal advice;
- checking legal and technical information about the property (e.g. VvE, leasehold, zoning, WWS, rent rules).

Flex Estate does not provide legal, financial or tax advice.

10. Responsibilities of Sellers

The seller is responsible for:

- providing truthful, accurate and complete information about the property;
- clearly indicating which items stay behind (Lijst van Zaken) and any defects known to the seller;
- respecting agreements made with buyers and responding within a reasonable time;
- complying with applicable laws and regulations.

Flex Estate does not check the accuracy of property information and does not guarantee the correctness thereof.

11. Role and Limitation of Flex Estate

11.1. Flex Estate provides a platform on which buyers and sellers can find each other, exchange information and register bids.

11.2. Flex Estate is **not**:

- a buyer's agent or seller's agent,
- a party to the bid or to the purchase agreement,
- responsible for negotiations, inspections, valuations, contracts, or notarial work.

11.3. Flex Estate does not guarantee that:

- a property will be sold or rented,
- a particular bid will be accepted,
- users will perform their obligations.

11.4. Flex Estate may, at its own discretion:

- remove bids that are clearly abusive, offensive or unrealistic;
- suspend or block accounts in case of suspected fraud, abuse, spam or violation of this policy;
- correct obvious errors in the display of bids (for example, typographical errors).

12. Logging, Evidence and Privacy

12.1. For security and evidentiary purposes, Flex Estate may log:

- IP address
- date and time of the bid
- user ID and property ID
- technical data about the browser/session

12.2. Personal data is processed in accordance with the [Flex Estate Privacy Policy](#).

12.3. In case of disputes between users, Flex Estate may provide relevant log data to the parties, their advisors, or competent authorities when legally required.

13. Abuse and Sanctions

13.1. It is prohibited to:

- place fake bids or bids without any serious intention to purchase;
- impersonate another person or use false identity documents;
- manipulate the bidding process (e.g. shill bidding, collusion);
- use offensive, discriminatory or threatening language.

13.2. Flex Estate may impose sanctions, including but not limited to:

- warning the user;
- cancelling bids;
- temporarily suspending the account;
- permanently blocking the account;
- reporting serious cases to appropriate authorities.

14. Liability

14.1. Flex Estate is only liable for direct damage resulting from a demonstrable failure in the platform operation, and only if such liability cannot be excluded under mandatory law.

14.2. Flex Estate is **not liable** for:

- disputes or damage between buyer and seller;
- loss of opportunity, missed purchase or sale;
- incorrect or incomplete information provided by users;
- any indirect, consequential or lost-profit damage.

14.3. The total liability of Flex Estate is limited to the amount described in its general Terms & Conditions.

15. Applicable Law and Disputes

15.1. This Bidding Policy and all use of the Flex Estate platform are governed exclusively by **Dutch law**.

15.2. Disputes will be submitted to the competent court in the Netherlands, unless mandatory law prescribes otherwise.

16. Changes to this Policy

Flex Estate may amend this Bidding Policy from time to time, for example due to changes in legislation or in the platform. The most recent version will always be published on the website. If you continue to use the platform after changes, you accept the updated policy.