

Privacy Policy

Maverick Property Management believes it is important to protect your privacy and we are committed to giving you a service that meets your needs in a way that also protects your privacy. This policy explains how we may collect information about you and then use it to meet your needs. It also explains some of the security measures we take to protect your privacy.

When we first obtain information from you, or when you take a new product or service from us, we will give you the opportunity to tell us if you do or do not want to receive information from us about other services. You can do this by writing to us at Maverick Property Management, 3 Wyeverne Road, Cathays, Cardiff, CF24 4BG or by emailing data@MaverickPropertyManagement.co.uk. You may change your mind at any time by contacting us using either of the methods above.

1. Collecting information

We may collect personal information from a number of sources, including the following:

from you when you agree to take a service or product from us, in which case this may include your contact details, date of birth, how you will pay for the product or service and your bank details

from you when you contact us with an enquiry or in response to a communication from us, in which case this may tell us something about how you use our services.

2. Using personal information

2.1 Maverick Property Management will use personal information for the following purposes:

to identify you when you contact us;

to help administer, and contact you about improved administration of, any accounts or services we have provided before, or provide now or in the

future;

to carry out marketing analysis, conduct research, including creating statistical and testing information;

to help to prevent and detect fraud or loss;

To contact you in any way (including mail, email, telephone, text or multimedia messages) about services offered by us and/or selected partners

unless you have previously asked us not to do so;

2.2 We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings.

2.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

2.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.

2.5 In connection with this contract we may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of the search. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments. If you provide false or inaccurate information to us and we suspect fraud, we will record this and may share it with other people and organisations.

2.6 If you need details of those credit agencies and fraud prevention agencies from which we may obtain and with which we may record information please write to us at; Maverick Property Management, 3 Wyeverne Road, Cathays, Cardiff, CF24 4BG.

3. Protecting information

We have strict security measures to protect personal information.

4. The internet

4.1 If you communicate with us using the Internet, we may occasionally email you about our services. When you first give us personal information through our website, we will normally give you the opportunity to say whether you would prefer us not to keep you informed of other products and services by email. However, you can always send us an email (at the address set out below) at any time if you change your mind.

4.2 Please remember that communications over the Internet, such as emails and webmails (messages sent through a website), are not secure unless they have been encrypted. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

5. Links

Our website (<http://www.MaverickPropertyManagement.co.uk>) may contain links to other sites or recommended suppliers. Please remember that we are not responsible for the privacy practices of these other sites. This privacy policy applies only to information collected on this website.

6. Further information

If you would like any more information or you have any comments about our privacy policy, please either write to us at Maverick Property Management, 3 Wyeverne Road, Cathays, Cardiff, CF24 4BG. We may amend this policy from time to time, in which case we will publish the amended version on our website, and you can ask us for a copy by writing to the above address or by data@MaverickPropertyManagement.co.uk.

This policy applies to personal information we hold about individuals. It does not apply to information we hold about companies and other organisations.

Terms of business

A. NOTES AND GENERAL TERMS – APPLICABLE TO ALL SERVICES

- 1) If a mortgage exists on the property, The Owner must obtain the lender's consent to let.
- 2) If The Owner is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let.
- 3) The Owner must ensure that adequate cover exists under both building and contents insurance, and must inform the insurers that the property is to be let.
- 4) The Agent's Service does not include supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting.
- 5) The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.
- 6) It is hereby agreed that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.
- 7) The Agent will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.
- 8) Where The Owner is resident in the UK income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received and forward the same to the Inland Revenue.
- 9) Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks

10) This Agreement will remain in force until terminated by service of three months' notice by one party on the other provided that The Agent may terminate this Agreement forthwith and without service of notice in the event of any action or omission by The Owner or The Owner's representative which frustrates the continued performance of The Agent's Service hereunder.

11) These terms of business should be read in conjunction with a landlord letting instruction confirmation, which will outline our fees and such an agreement, and therefore these terms of business are only valid when signed by both The Owner and The Agent.

12) If a tenant is introduced to the landlord by The Agent, whether as a Tenant or otherwise goes on to purchase the property then The Owner will pay 1% of the total purchase price to The Agent.

13) Where The Owner holds a portfolio of properties these terms and conditions will apply to all properties where an instruction to advertise has been received.

Let only service

1. Providing a market appraisal of the property and giving general advice as required.
2. Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance. The Owner being responsible for all costs involved.
3. Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire resistant standards of specified items supplied in the course of letting property, The Owner being responsible for all costs involved.
4. Advising on and ensuring compliance with the Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the condition and safety of electrical equipment and appliances in tenanted premises, The Owner being responsible for all costs involved.
5. Advising on and ensuring compliance with the Disability Discrimination Act 2005 with regard to the property, The Owner being responsible for all costs involved.
6. Advising on and ensuring compliance with the Housing Health and Safety Rating System (HHSRS) regard to the property, The Owner being responsible for all costs involved.
7. The Agent may arrange, if required any safety certificates to be carried out at an arrangement fee of 15%, please refer to clause 18 below.
8. Advertising as necessary, interviewing and selecting tenants. Viewings will be accompanied unless agreed differently with yourself.
9. Taking up references, which will usually include a credit check, employee reference, landlord reference and character reference in the case of professionals. If necessary a guarantor will be referenced. Fulltime students will require a guarantor unless we have your express permission to continue without.
10. Advising on the transfer of gas, electricity, council tax and telephone accounts.
11. Collecting the first advance rental.
12. Collecting the bond, if required and forwarding it on to the landlord and advising you of your obligations.
13. Drawing up a standard Assured Shorthold Tenancy Agreement (AST) and arranging signature by the tenant/s. The contract will be checked by yourself if required and any special clauses can be added in. If the tenancy does not fall within the boundaries of an assured Shorthold tenancy an alternative tenancy agreement will be drawn up.
14. Fees will only be deducted once the contract is signed at the agreed rate as in the landlord letting instruction confirmation and will be deducted from the first rental payment
15. After the initial rental payment is collected, rent collection is the responsibility of the landlord.
16. Whilst we shall use our best commercial judgement in the selection of tenants and the execution of our Service hereunder, we shall not under any circumstances be liable for non-payment of rent or any other outcome of a tenancy or for any legal costs resulting there from. Insurance policies are recommended to cover such risks.
17. If any mandatory certificates have not been produced 48 hours prior to any tenancies starting then we carry out these safety certificates which will be subject to our arrangement fee as per item 7 above.
18. If keys are not held in the office for the property including any bedrooms available then an extra 10% of the first months rent will be charged, with a minimum extra of £50. The extra charge will also apply to pick up keys from other agencies or meeting persons at the properties of any description without keys being held. For the discounted rate to apply we will need contact details with any existing tenants to arrange access.

Full management service As per items 1, 2, 3, 4, 5, 6, 8, 9, 13, 16, 17, 18 including the following

1. Preparing and signing as Agent for The Owner a suitable tenancy agreement in accordance with current law.
2. Preparing an inventory and schedule of condition including photographic documentation as witnessed and signed by at least one of the tenant's
3. Assisting in the transfer of the utility services accounts including obtaining move in readings as witnessed and signed by at least one of the tenant's.
4. Collecting the security bond (if required) and holding it in accordance with the current legislation
5. Receiving ongoing rental payments, preparing and forwarding to The Owner and/or their accountant financial statements on a monthly basis, showing any expenditure and remitting the balance of rental payments within fourteen days of the due date, provided the same shall have actually been received.
6. Making payment of certain regular outgoings provided The Agent has agreed to do so separately in writing and that sufficient funds are held in credit by virtue of paragraph 5 above.
7. Arranging any repairs, maintenance or replacements to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an estimated cost of £150 (or such other amount as shall be agreed in writing) for any one item or job, The Owner being responsible for the cost involved. Where the estimated cost exceeds £150, notifying The Owner or their nominated representative who will be responsible for arranging and paying for such work or replacement. If the Agent agrees to arrange works over £150 a 10% fee will be charged for arranging this service.
8. Taking appropriate initial action in the event of rent arrears or any other breach of condition of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
9. Inspecting the property periodically to ensure compliance with the terms of the tenancy agreement and any other relevant legislation. As default this will be bi-annually unless agreed differently in writing from The Owner.
10. Liaising with the tenant on a routine basis, arranging renewals of the agreement at no extra cost if there are no changes in the tenant's or the terms of the contract.
11. Re-advertising and re-letting the property when instructed, and liaising with the current tenant's for access.
12. If a check-out is required, then The Agent will compare the initial inventory and schedule of condition to the state of the property and recommend any works that need to be carried out.
13. The Agent will deal directly with the alternative dispute resolution (ADR) organisation and supply evidence where requested.

Signed by the Owner:.....

Dated:

Signed by an authorised representative of Maverick Property Management.....

Dated: