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02920 09 07 00



post@maison.wales



www.maison.wales



50, Severn Grove, CF11 9EN

Maison's Terms & Conditions

At Maison we offer two types of lettings service – contract holder find only and full management. Please find below a description of what each service includes as well as the fees payable as per our Terms of Business.

Contract Holder Find Only

This service includes:

- Taking photographs, marketing the property, arranging and accompanying all viewings.
- Internet marketing through our database using online property portals and social media.
- Comprehensive referencing and credit checks of Contract Holder(s) to include a previous Landlord and employment reference, as well as identity confirmation with MRZ capability (Home Office approved) and proof of address.
- Issuing of the Occupation Contract agreement.
- Collecting of the first month's rent and bond, and informing Contract Holder(s) to set up a standing order for subsequent months direct to the Landlord.
- Complimentary inventory if the rental is above £775pcm (otherwise a subsidised fee of £78 will apply, inclusive of VAT).
- Mid-term inspections are available upon request, charged at £66, inclusive of VAT.
- Our contract holder find only fee is charged at 72%, inclusive of VAT of the first month's rent, subject to a minimum fee of £275 excluding VAT (£330 including VAT).
- Optional registration and administration of the deposit with a government approved deposit protection scheme. A fee of £42 inclusive of VAT, will apply for this option.
- Optional check out inspection with report by an inventory clerk for £114 inclusive of VAT. For an additional £72 inclusive of VAT, we will conduct discussions with the Contract Holder(s), Landlord and the relevant deposit scheme regarding the deposit return based upon the check out report. This is only available if an independent inventory and schedule of condition was carried out at the start of the occupation contract.

Full Management

This service includes:

- Taking photographs, marketing the property, arranging and accompanying all viewings.
- Internet marketing through our database using online property portals and social media.
- Comprehensive referencing and credit checks of Contract Holder(s) to include a previous Landlord and employment reference, as well as identity confirmation with MRZ capability (Home Office approved) and proof of address.
- Issuing of the Occupation Contract agreement.
- Collecting of the first month's rent and bond, and informing Contract Holder(s) to set up a standing order for subsequent months directly to Maison. Maison will then transfer the rent into your bank account, less the management fees and disbursements etc.
- Complimentary inventory if the rental is above £775pcm (otherwise a subsidised fee of £78 inclusive of VAT will apply).
- Key handover.
- Rent collection.
- Arranging any maintenance issues and repairs.
- Mid-term inspections during the fixed term period, otherwise charged at £30 inclusive of VAT outside of the fixed term.
- Check out inspection with a subsidised £66 inclusive of VAT charge for inspection and report by an independent inventory clerk. The service includes discussions in the event of check out disputes up to 3 hours, otherwise fees are charged at £18 inclusive of VAT
- Refunding deposits owing to Contract Holder(s).
- Re-marketing of property prior to Contract Holder(s) moving out to avoid void periods.
- Our set-up service is charged at 60% inclusive of VAT of the first month's rent, subject to a minimum fee of £330 inclusive of VAT, and an on-going 12% inclusive of VAT per month.
- The client will be offered a rent protection insurance for the rent that exceeds £950 a month. Written confirmation is required to opt in to this valuable rent protection service on this form. If the Landlord wishes to proceed with this insurance, the fully managed service will be an additional 2.5% of the monthly management fee to cover the ongoing cover for rent and eviction process.

Landlord Signature **Date**

Guidance Notes & Terms of Business

Occupational Contract

An NRLA Assured Shorthold Occupation Contract Agreement will be drawn up as standard for the protection of both the Landlord and Contract Holder(s). If the Contract Holder(s) breach any covenants or any rental arrears arise requiring legal action this will be the responsibility of the Landlord, although Maison will provide assistance with any action or claim. If the Landlord requires Rent Guarantee, Maison can help arrange policies at the point of instruction. Any work undertaken by Maison in seeking to evict contract holder/occupiers will incur an hourly rate of £36 inclusive of VAT. Any court fees in seeking to evict shall be payable in advance of any adjudication.

Rental Payments

Landlords are paid monthly direct into the instructed private Bank/Building Society. Rent is collected each month and paid within 7 working days of full receipt. If you are relying on any rent payment to meet your own financial commitments, please allow an advance of 5 working days to allow for any delays. We cannot be held responsible for any cost incurred through your own mortgage company as a result of payment dates being missed.

Reasonable Costs and Expenditure

Maison Cambria Ltd is authorised to incur reasonable expenses on behalf of the Landlord without further consent for individual items of work, repair or maintenance up to a maximum of £120 inclusive of VAT.

For any work or expenditure above this threshold, Maison will obtain the Landlord's express approval before proceeding, except where urgent action is required to:

- prevent significant damage to the property,
- protect the health and safety of occupants, or
- comply with legal or regulatory obligations.

In such emergency circumstances, Maison may authorise essential works exceeding the £120 threshold and shall notify the Landlord as soon as reasonably practicable, providing details of the action taken and any associated costs.

This authority is granted in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. By entering into this agreement, the Landlord gives express consent to the discretionary expenditure limit set out above. Any optional or additional charges not covered by this clause will only be incurred with the Landlord's prior agreement.

Sole Letting Rights

It is agreed Maison will be the sole letting agents for a 6-week period from the date of instruction. If after 6 weeks Maison has not secured an occupation contract the Landlord may give 1 week's written notice to add an additional marketing agent or terminate the instruction all together.

Term of Agreement and Termination

This agreement shall commence on the date of instruction and will continue on a rolling monthly basis, unless otherwise agreed in writing. Either party may terminate this agreement at any time by providing 30 days' written notice.

There is no fixed initial term. The rolling agreement enables either the Landlord or Maison Cambria Ltd to end the arrangement with due notice, without incurring any early termination fees, provided that no Occupation Contract arranged by Maison is currently in force.

Where an Occupation Contract has been entered into by Maison on behalf of the Landlord and the Landlord wishes to terminate this agreement, an Early Termination Fee equivalent to three months' management fees will apply.

If Maison is successful in finding the Landlord a suitable Contract Holder(s) for the property, and the Landlord is no longer able to proceed with the letting, the Landlord agrees that a withdrawal fee shall be payable to Maison equivalent to 60% of one month's rent inclusive of VAT.

During the six-week sole agency period (following the initial 14-day cooling-off period), if the Landlord withdraws the property from the market, a fixed fee of £148 inclusive of VAT will apply. Should an alternative agent secure Contract Holders within the sole agency period, Maison reserves the right to charge a further sum equivalent to 60% of one month's rent inclusive of VAT.

Instructions

All instructions to terminate, proceed with legal action, request major repairs, amend payment details or alter any significant details regarding the letting must be provided in writing.

Value Added Tax

VAT is added to all our charges and at the current rate.

Insurance

The Landlord shall be responsible for the property being adequately insured and that the insurance policy covers the situation where the property is let.

Housing Benefit

The Landlord undertakes to reimburse Maison for any claims arising from overpayment, which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the Contract Holder(s) as rent. This undertaking shall remain in force during the currency of the contract and up to six years thereafter, whether or not Maison continues to be engaged to let or manage the Property under this Agreement.

Legal Proceedings

Any delays of payment or other defaults will be acted on by Maison in the first instance. Where Maison has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the occupation contract agreement, the Landlord will be advised accordingly. A solicitor would then be appointed and instructed by the Landlord (except where Maison is unable, after taking reasonable efforts, to contact the Landlord. In that event Maison is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs. Maison cannot be held responsible for any non- payment of rent by the Contract Holder(s).

Finders Fee Occupation Contract Agreement Renewal

If a Landlord requests a new fixed term occupation contract to be put in place by Maison a fee of £108 inclusive of VAT will become payable due to any work commencing.

Subcontracting Clause and Approved Providers

Maison Cambria Ltd may subcontract specific services to trusted third-party providers as part of our lettings and management duties.

In particular:

- Tenant referencing services are carried out by Goodlord, a professional referencing platform.
- Anti-money laundering checks are conducted using Veriphy, a regulated electronic verification provider.

These subcontractors are used solely to fulfil legal and professional requirements and are selected based on their compliance with relevant data protection and industry standards.

Should Maison Cambria Ltd propose to change either of these subcontracted providers, or introduce a new provider for these core functions, the Landlord will be notified in writing, and written approval will be sought prior to any such change taking effect.

This arrangement complies with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. By entering into this agreement, the Landlord expressly consents to the use of the providers named above for the specified purposes. Any variation will require the Landlord's written agreement.

Cancellation Notice


In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Landlord has the right to cancel this agreement within 14 calendar days of entering into the contract without giving any reason.


The cancellation period will expire 14 days after the date of instruction, being the date on which this agreement is signed.

To exercise the right to cancel, the Landlord must inform Maison Cambria Ltd of their decision to cancel this agreement by a clear statement in writing (e.g. a letter sent by post or email). A model cancellation form is available upon request, but use of the form is not obligatory.

Maison Cambria Ltd

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If the Landlord requests in writing that Maison begin marketing or carrying out services within the 14-day cancellation period, the Landlord acknowledges that they will be required to pay for any services performed prior to cancellation, based on the proportion of services already delivered.

If the full service has been completed within the 14-day period at the Landlord's express request and confirmation of understanding, the right to cancel will be lost.

Signature Section

Important Notice

Landlords should carefully read and understand terms contained with this document.

Special Arrangements made between the Agent and the Landlord:

.....

I/We agree to instruct Maison Cambria Ltd on a Full Management Service, which carry the following fees: Monthly fee of 12% inclusive of VAT, Initial 60% of 1 month's rent set up fee or minimum £330 inclusive of VAT.

Signed Print Name

Date

I/We agree to instruct Maison Cambria Ltd on a Contract Holder Find Only Service, which carry the following fees: 72% of 1 month's rent or a minimum fee of £330 inclusive of VAT.

Signed Print Name

Date

Bank Details

Please input your bank details below for rental income payments.

Bank Name:.....

Account Name:.....

Sort Code:.....

Account No.....