



MAKINI REALTORS – TERMS & CONDITIONS

Effective Date: 7/03/2025

1. WHO WE ARE

Welcome to **Makini Realtors**, your trusted property management partner registered in Nairobi, Kenya. We provide professional management of residential and commercial properties on behalf of landlords, real estate investors, and institutional property owners. We focus on technology-driven solutions, transparency, and reliable service, fully aligned with our vision: *To be East Africa's most trusted and innovative property management partner.*

2. ACCEPTANCE OF THESE TERMS

By using our services, website (www.makinirealtors.co.ke) or digital platforms, you agree to comply with these Terms & Conditions ("Terms"), our signed management or tenancy agreements, and all applicable Kenyan laws including the **Constitution of Kenya, 2010.**

3. OUR SERVICES INCLUDE:

- Tenant marketing, vetting, onboarding and digital lease execution.
- Rent collection through secure mobile money (M-PESA), bank transfers or other approved systems.
- Financial management and reporting to landlords.
- Routine and emergency property maintenance through vetted third-party vendors.
- Transparent communication through online portals and direct channels.

4. YOUR OBLIGATIONS

By engaging with Makini Realtors, you agree to:

- Provide true, accurate and complete information for your tenancy or landlord account.
- Make timely payments through approved channels.
- Respect your lease obligations, including maintaining the premises and notifying us promptly of any repairs or emergencies.
- Use our digital platforms responsibly and not interfere with their security or integrity.

5. PAYMENTS & CHARGES

- All payments must be made via official channels such as our M-PESA Paybill or approved bank account.
- Management fees, commissions, or charges will be as agreed in your signed property management or lease agreement.

6. MAINTENANCE & VENDORS

Makini Realtors coordinates repairs and maintenance through third-party contractors and service providers.

- We act in good faith to vet service providers but do not guarantee their work beyond reasonable follow-up.
- You acknowledge we are not liable for damages caused by third-party vendors, except to the extent required by law.

7. DATA PRIVACY & SECURITY

We handle all personal data in accordance with the **Constitution of Kenya, 2010** (Article 31 - Privacy) and the Data Protection Act, 2019. Please read our full Privacy Policy below for details on how your information is collected and used.

8. LIMITATION OF LIABILITY

- Makini Realtors will not be liable for indirect or consequential losses arising from your use of our services.
- Nothing in these Terms shall exclude your rights that cannot be waived under Kenyan law (including Consumer Rights under Article 46 of the Constitution).
- You indemnify us against claims that result from your misuse of our platforms or your breach of these Terms.

9. TERMINATION

We reserve the right to suspend or terminate services if you violate these Terms, applicable laws, or your lease/management agreement. You or Makini Realtors may terminate a contract in accordance with agreed notice periods.

10. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Republic of Kenya. If there is any inconsistency, the **Constitution of Kenya, 2010** prevails.

11. DISPUTE RESOLUTION

We aim to resolve disputes amicably in line with Article 47 (Fair Administrative Action) and Article 50 (Fair Hearing). If not resolved, disputes will be submitted to arbitration or the competent courts of Kenya.

12. UPDATES TO THESE TERMS

We may amend these Terms from time to time. Updated versions will be posted on www.makinirealtors.co.ke and take effect immediately unless otherwise stated.

Contact:

Makini Realtors Ltd.

 admin@makinirealtors.co.ke

 www.makinirealtors.co.ke



MAKINI REALTORS – PRIVACY POLICY

Effective Date: 7/03/2025

1. OUR COMMITMENT TO PRIVACY

Makini Realtors respects your right to privacy as guaranteed under **Article 31 of the Constitution of Kenya** and the Data Protection Act, 2019. This Policy explains how we collect, store, process, share and protect your personal information.

2. WHAT DATA WE COLLECT

Depending on your relationship with us, we may collect:

- Identification: Name, ID/passport number, phone number, email, physical address.
- Property information: Lease agreements, tenancy records, landlord or unit details.
- Financial information: Payment details (e.g., M-PESA transaction codes, bank details).
- Usage data: Portal logins, device information, IP addresses, cookies for website analytics.

3. HOW WE USE YOUR INFORMATION

We process your information to:

- Deliver property management, rent collection and maintenance services.
- Manage leases, payments and compliance obligations.
- Communicate with you about your tenancy or account.
- Improve our operations and enhance customer experience.

4. LEGAL BASIS

Your information is processed under one or more of these grounds:

- With your consent.
- For the performance of a contract.
- To comply with legal obligations.
- For legitimate interests such as fraud prevention and service improvement.

5. DATA SHARING

We may share your data with:

- Vetted third-party vendors (e.g., maintenance teams, IT service providers) bound by confidentiality.
- Government regulators or courts if legally required.
- Your landlord or property owner for contractual purposes.

6. DATA SECURITY

We use appropriate technical and organizational measures to secure your data. However, no online system is 100% secure, and you accept some inherent risk.

7. YOUR RIGHTS

You have the right to:

1. Access your personal data.
2. Correct inaccurate information.
3. Request deletion (where legally allowed).
4. Withdraw consent for certain uses.
5. Lodge complaints with the Office of the Data Protection Commissioner.

To make a request, email us at admin@makinirealtors.co.ke.

8. RETENTION

We retain your data only as long as necessary to fulfill our contractual obligations, resolve disputes, or comply with legal requirements.

9. COOKIES

We may use cookies or similar tracking tools to improve your experience. You can adjust your browser settings to reject cookies.

10. THIRD-PARTY LINKS

Our website or portals may contain links to external sites. We are not responsible for their content or privacy practices.

11. CHANGES TO THIS POLICY

We may update this Policy from time to time. Changes will be posted on our website.

12. CONTACT US

If you have any questions, requests, or complaints, please reach out to:

 admin@makinirealtors.co.ke

 www.makinirealtors.co.ke