

EVALON ESTATES

TERMS OF BUSINESS (LANDLORD AGREEMENT)

Agency Information

Company Name: Evalon Estates

Office Address: 155 Parrock Street, Gravesend, Kent, DA12 1ER

Email: lettings@evalonestates.com

Telephone: 01474 643246

Website: www.evalonestates.com

Landlord Information

Title: _____

Name: _____

Address: _____

Contact: _____

Bank Account Name: _____

Account Number: _____

Sort Code: _____

This Agreement is made on ____ day of _____ 20__

Between: Evalon Estates ("the Agent")

And: [Landlord's Full Name] of [Landlord's Address] ("the Landlord")

Property to be Let/Managed: [Insert Full Property Address]

1. Definitions

- **Agent:** Evalon Estates, including its employees, contractors, directors and representatives.
 - **Landlord:** The legal owner(s) of the Property.
 - **Property:** The residential property listed above.
 - **Tenant:** The person(s) occupying the Property under a Tenancy Agreement.
 - **Tenancy Agreement:** A contract between the Landlord and the Tenant for occupation of the Property.
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2. Services Provided by Evalon Estates

- Please select one of the following service levels:

- ☐ **Let Only**
 - ☐ **Let & Rent Collection**
 - ☐ **Fully Managed**
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3. Fees and Charges

(All fees below are subject to VAT unless specifically stated as “inclusive of VAT”)

Service Level	Fee Details	VAT	Total
Let Only	3 weeks of the first month's rent	+VAT	£__
Let & Rent Collection	2 weeks 'set up' + 8% of monthly rent	+VAT	£__ /month
Fully Managed	2 weeks 'set up' + 10% of monthly rent	+VAT	£__ /month

4. Services Include

Service	Let Only	Rent Collection	Fully Managed
Rental Valuation	✓	✓	✓
Advice on Market Conditions	✓	✓	✓
To Let Board	✓	✓	✓
Marketing	✓	✓	✓
Photography	✓	✓	✓
Accompanied Viewings	✓	✓	✓
Tenancy Agreement Contracts	✓	✓	✓
Tenancy Reference Checks	✓	✓	✓
Tenancy Credit Checks	✓	✓	✓
Employment Checks	✓	✓	✓
Right to Rent	✓	✓	✓
Deposit Protection	✓	✓	✓
EPC, Gas, EICR	✓	✓	✓
Inventory Check-In	✓	✓	✓
Collection of 1st Month's Rent	✓	✓	✓
Arrangement of Rent		✓	✓
Inventory Check-Out		✓	✓
Monthly Statements		✓	✓
Maintenance Report		✓	✓
Serving Notices		✓	✓
Collection of Rent		✓	✓
Pursuit of Rental Arrears		✓	✓
Access to Tradesman			✓
Arrangement of Works			✓
Supervision of Works			✓
Annual Rent Review			✓
Annual Statements			✓
Property Inspections			✓
24hr Emergency Contact Line			✓

5. Optional Marketing Extras

(All prices below are inclusive of VAT)

- Marketing videography – £140
 - Floorplan – £90
 - Premium advertisement – £130
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6. Other Services

(All prices below are inclusive of VAT — some are already included in certain service packages)

- Deposit protection service submission (included in Rent Collection & Full Management) – £50
 - Property inspection and report (included in Full Management) – £85
 - Gas safety certificate – £95 (valid 1 year)
 - EICR certificate – £130 to £315 (property size dependent, valid 5 years)
 - EPC – £80 (valid 10 years)
 - Notice and Section Notices (included in Full Management) – £70
 - Admin arising from a deposit dispute – £50
 - Submission to HMRC re non-resident landlord (included in Full Management) – £40
 - Inventory check-out (included in Rent Collection & Full Management) – £120
 - Admin fee for works arranged via Agent's tradesman (included in Full Management) – £60
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7. Inventory Check-In / Check-Out

The Agent will arrange for a full inventory of the Property's condition, fixtures, fittings, and furnishings to be prepared at the start of the tenancy and agreed with the Tenant. At the end of the tenancy, the Agent will conduct a check-out inspection to compare the Property's condition against the original inventory. Any deterioration, loss, or damage beyond fair wear and tear will be assessed and may be deducted from the Tenant's deposit. Where costs for such work exceed the deposit held, the Landlord will be informed, and the Agent will assist in pursuing recovery from the Tenant.

8. Landlord's Legal Obligations

The Landlord must ensure the Property complies with all relevant legal requirements at all times during the tenancy, including but not limited to:

- Gas Safety (Installation and Use) Regulations 1998 — annual gas safety checks and certificates.
- Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 — valid Electrical Installation Condition Report (EICR) at least every five years.
- Energy Performance of Buildings (England and Wales) Regulations 2012 — valid Energy Performance Certificate (EPC) with a minimum rating of E.
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 — compliant smoke alarms on each storey and carbon monoxide alarms in all rooms with solid fuel or gas appliances.
- Right to Rent checks as required under the Immigration Act 2014.

The Landlord must also ensure the Property is fit for human habitation and complies with the Housing Health and Safety Rating System (HHSRS).

9. Agent's Legal Obligations

The Agent will act with due care, skill, and diligence, complying with all applicable legislation and guidance relating to residential letting and property management. The Agent will keep the Landlord informed of any material matters affecting the tenancy or the Property and will only act on the Landlord's lawful instructions.

10. Deposit Registration

If instructed, the Agent will register the Tenant's deposit with a government-approved Tenancy Deposit Protection Scheme within 30 calendar days of receipt and provide the Tenant with the prescribed information. Where the Landlord registers the deposit themselves, the Landlord is solely responsible for compliance with the law and for any penalties that arise from failure to do so.

11. Rent Collection

If included in the selected service level, the Agent will collect rent from the Tenant in accordance with the tenancy agreement, account to the Landlord (minus agreed fees and expenses), and pursue arrears promptly. The Agent is not liable for any rent not paid by the Tenant but will assist the Landlord in taking appropriate recovery action.

12. Key Holding

The Agent will securely hold keys to the Property for the duration of the tenancy and may release them to contractors, authorised persons, or for viewings, inspections, and emergencies.

13. Repairs and Maintenance

The Agent will act on the Landlord's instructions in relation to repairs and maintenance. For urgent or emergency works required to protect the Property, comply with legal duties, or prevent further damage, the Agent may authorise works without prior consent, subject to a reasonable cost limit (unless otherwise agreed). The Landlord is responsible for all maintenance and repair costs.

14. Notices and Arrears

The Agent will prepare and serve legal notices (including Section 8 and Section 21 notices) when instructed and legally permitted. The Landlord is responsible for all court and legal costs in connection with possession proceedings, unless otherwise agreed in writing.

15. Termination of Agreement

Either party may terminate this Agreement by giving a minimum of **one month's written notice**. Any fees owed to the Agent at the date of termination will remain payable. Where the Agent has introduced a Tenant still in occupation, ongoing commission may remain due for the duration of that tenancy, unless otherwise agreed.

16. Liability

The Agent will not be liable for any loss, damage, or expense incurred by the Landlord except where due to the Agent's proven negligence or breach of contract. The Agent will not be responsible for the acts, defaults, or negligence of third-party contractors or suppliers engaged on behalf of the Landlord.

17. Gas, Electrical & EPC Compliance

The Landlord must ensure that all necessary safety certificates are valid before the tenancy commences and remain valid throughout the tenancy. If the Landlord fails to provide these documents in time, the Agent may arrange them at the Landlord's cost to ensure compliance.

18. Smoke & Carbon Monoxide Alarms

The Landlord must ensure that all required alarms are installed, tested, and maintained in working order. The Agent may test alarms at check-in and during inspections but cannot be held liable for faults arising between visits.

19. Limitation of Liability

The Agent's maximum total liability under this Agreement will not exceed the total fees paid by the Landlord to the Agent in the 12 months immediately preceding any claim.

20. Anti-Money Laundering (AML) Requirements

The Agent is legally required to verify the Landlord's identity and ownership of the Property before marketing. The Landlord agrees to supply suitable documentation to meet these obligations.

21. Data Protection

The Agent will handle personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. The Landlord's information will only be processed for lawful purposes in connection with letting and managing the Property and will not be shared with third parties without consent, except where legally required.

22. Governing Law

This Agreement is governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes arising under this Agreement.

23. Additional Clauses

- **Late Payment Interest:** Interest may be charged on overdue landlord invoices at 3% above the Bank of England base rate.
 - **Withdrawal Fee:** If the landlord withdraws the property after marketing has commenced but before a tenancy is agreed, a marketing withdrawal fee of £150 + VAT applies.
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23. Acceptance of Terms

Landlord Declaration:

I have read and understood the terms above and confirm I am the legal owner or authorised landlord of the property stated. I agree to these Terms of Business with Evalon Estates.

Landlord Name(s): _____

Signature(s): _____

Date: ____ / ____ / ____

Signed on behalf of Evalon Estates:

Name: _____

Position: _____

Signature: _____

Date: ____ / ____ / ____