

TERMS OF BUSINESS

EVALON ESTATES

“Your Home, Our Commitment”

1. PARTIES

Landlord:

Name:

Company Name (if applicable):

Address:

Contact Information:

‘The Landlord shall provide the Agent with all necessary banking details and instructions for payment of fees and rent as required under this Agreement’

(‘The Landlord’)

Agent:

Evalon Estates

155 Parrock Street,

Gravesend, Kent,

DA12 1ER

(‘The Agent’)

Company Information:

Name: **Evalon Estates Limited**

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

Email: **lettings@evalonestates.com**

Telephone: **01474 643246**

Website: **www.evalonestates.com**

Membership/Protections: **Client Money Protect (CMP), Property Redress Scheme (PRS), ICO Data Protection Registration**

This Terms of Business Agreement sets out the contractual relationship between the Landlord and Evalon Estates Limited (“the Agent”) for the provision of letting and property management services. It defines the scope of the Agent’s authority, the obligations of both parties, and the fees applicable to the selected level of service.

By signing this Agreement, the Landlord appoints the Agent to act on their behalf in accordance with the terms set out herein. This document does not constitute a tenancy agreement but governs the professional relationship between the Agent and Landlord.

This Agreement is a legally binding contract, enforceable under the laws of England and Wales, and shall remain in force until terminated in accordance with its terms.



2. AGREEMENT DETAILS

This Agreement is made on ____ day of _____ 20__ between:

- **Evalon Estates** (“the Agent”)
- **[Landlord’s Full Name] of [Landlord’s Address]** (“the Landlord”)
- **Property to be Let/Managed:** [Insert Full Property Address]

3. 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 Tenant for occupation of the Property.
- **Managing Party:** The party responsible for day-to-day management (Evalon Estates or the Landlord, depending on service level).
- **“Third-Party Contractors:** Any tradesmen or service providers engaged on behalf of the Landlord or Agent” for clarity in later liability sections.

4. SERVICES PROVIDED BY EVALON ESTATES

Select one service level (*tick as appropriate*):

- ☐ **Let Only**
- ☐ **Let & Rent Collection**
- ☐ **Fully Managed**

4.2 FEES AND CHARGES

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

Note: The *set-up fee* covers the Agent’s costs in marketing the Property, sourcing and referencing tenants, preparing tenancy documentation, and completing all pre-tenancy administration prior to move-in.

4.3 ADDITIONAL FEES

- Late Payment Interest on overdue invoices: 3% above Bank of England base rate
- Marketing Withdrawal Fee (if property withdrawn post-marketing): £150 + VAT
- Fees for third-party services arranged (e.g., gas certificates, EICR, EPC) as listed in Section 7

Note: Some fees are inclusive of VAT, others are subject to VAT as indicated.



5. SERVICES INCLUDE

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



6. OPTIONAL MARKETING EXTRAS

(All prices below are inclusive of VAT)

- Marketing videography – £140 (*subject to availability*)
- Floorplan – £90
- Premium advertisement – £130 (*subject to availability*)

7. OTHER SERVICES

Service	Fee	Notes
Deposit Protection Service Submission	£50 if standalone	Included in all services
Property Inspection & Report	£85 standalone	Included in Full Management
Gas Safety Certificate	£95	Valid 1 year
Electrical Installation Condition Report (EICR)	£140–£315	Valid 5
EPC	£80	Valid 10 years
Section 21/8 Notices	£70	Included in Full Management
Deposit Dispute Administration	£50	
HMRC Non-Resident Submission	£40	Included in Full Management
Inventory Check-Out	£120	Included in Rent Collection & Full Management
Works Admin Fee for Tradesmen	£60	Included in Full Management

8. INVENTORY CHECK-IN / CHECK-OUT

8.1 Check-In

The Agent will arrange for a comprehensive inventory of the Property's condition, including fixtures, fittings, and furnishings, to be prepared at the start of the tenancy. The inventory will be agreed upon with the Tenant and a copy provided to both the Tenant and the Landlord.

8.2 Check-Out

At the end of the tenancy, the Agent will conduct a check-out inspection comparing the Property's condition against the original inventory. Any deterioration, loss, or damage beyond fair wear and tear will be documented, and associated costs may be deducted from the Tenant's deposit in accordance with the Tenancy Deposit Protection Scheme rules.

8.3 Landlord Review

The Landlord will be provided with a copy of the check-out report and supporting evidence (e.g., photographs) within 7 days of completion. The Agent shall not be liable for any disputes arising after this period, and the Landlord may not subsequently challenge deductions or the inventory assessment.



8.4 Recovery of Costs

Where costs for damage or deterioration exceed the deposit held, the Agent will inform the Landlord and assist in pursuing recovery from the Tenant. The Agent will act reasonably and in accordance with the terms of the tenancy agreement and applicable legislation.

9. LANDLORD'S LEGAL OBLIGATIONS

The Landlord must ensure that the Property complies with all relevant legislation and safety requirements throughout the tenancy, including but not limited to:

- **Gas Safety (Installation & Use) Regulations 1998** – valid annual gas safety certificate for all gas appliances.
- **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 & Wales) Regulations 2012** – valid Energy Performance Certificate (EPC) with minimum rating of E.
- **Smoke & Carbon Monoxide Alarm (Amendment) Regulations 2022** – compliant smoke alarms on each storey and carbon monoxide alarms in all rooms containing solid fuel or gas appliances.
- **Right to Rent checks** under the Immigration Act 2014.
- **Housing Health and Safety Rating System (HHSRS)** – Property must remain fit for human habitation.
- **Furniture and Furnishings Compliance** – any furniture or soft furnishings provided by the Landlord must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988, ensuring fire-retardant materials where required.

The Landlord is responsible for ensuring ongoing compliance throughout the tenancy. Failure to meet these obligations may expose the Landlord to legal liability and affect the validity of insurance coverage.

10. AGENT'S RESPONSIBILITIES

The Agent will:

The Agent will:

- Act with due skill, care, and diligence in all dealings with the Landlord and Tenant.
- Keep the Landlord informed of any material matters affecting the tenancy or the Property.
- Only act on lawful instructions from the Landlord.
- Comply with Client Money Protect (CMP), Property Redress Scheme (PRS), and ICO data protection requirements.

10.1 Deposit Handling - Fully Managed / Rent Collection / Let Only

- Register the Tenant's deposit with a government-approved Tenancy Deposit Protection Scheme within 30 calendar days of receipt.
- Provide the Tenant with the prescribed information in accordance with legislation.

10.2 Rent Collection - Fully Managed / Rent Collection

- Collect rent (if part of the selected service) and account to the Landlord minus agreed fees.
- Pursue arrears promptly; the Agent is not liable for rent not paid by the Tenant.



10.3 Key Holding - All Service Levels

- See section 14 for full details regarding key handling and release.

10.4 Notices & Arrears - Fully Managed / Rent Collection

- Prepare and serve legal notices (e.g., Section 8 / Section 21) when instructed and legally permitted.
- The Landlord remains responsible for all legal costs and court fees.

10.5 Repairs and Maintenance

- **Fully Managed:** The Agent will arrange and oversee routine and emergency maintenance as required to protect the Property or comply with legal obligations, within the authority and spending limits agreed under this Agreement.
- **Let Only and Rent Collection Services:** The Agent has no responsibility to arrange or manage maintenance or repairs. All such obligations remain with the Landlord, who must ensure the Property complies with legal safety standards and remains in good repair throughout the tenancy.

Note: Repairs and Maintenance is covered more thoroughly for Fully Managed services in Section 15.

11. 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 arising from failure to do so.
- At the end of the tenancy, the deposit will be returned to the Tenant within 10 calendar days of agreement between the Landlord and Tenant, or within 10 calendar days after the resolution of any dispute by the deposit protection scheme, in line with current legislation.

12. LIABILITY

- Agent not liable except for proven negligence or breach of contract
- Not responsible for third-party contractor acts
- Maximum liability: total fees paid in preceding 12 months

13. COMPLIANCE & SAFETY CERTIFICATES

- Landlord ensures all **Gas, Electrical, EPC** certificates valid throughout tenancy, the Agent may arrange certificates if not provided, at the Landlord's cost.
- **Smoke & Carbon Monoxide** alarms must be installed, tested, and maintained

14. 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. Upon termination of the tenancy or this Agreement, the Agent will return all keys to the Landlord, unless otherwise instructed in writing.



15. REPAIRS AND MAINTENANCE

15.1 Fully Managed Service

- The Agent will act on the Landlord's behalf to arrange and oversee repairs and maintenance necessary to protect the Property, comply with legal obligations, and maintain Tenant safety.
 - **Emergency / Urgent Works:** The Agent may authorise urgent or emergency works without prior instruction from the Landlord in order to:
 - Prevent immediate or further damage to the Property;
 - Comply with statutory repairing or safety duties; or
 - Remove or reduce risks to health and safety.
 - **Spending Limit:** Emergency works are subject to a pre-agreed maximum limit of **£X per incident**. For costs exceeding this limit, the Agent will make reasonable attempts to contact the Landlord before authorising further work. If contact cannot be made and the situation is a genuine emergency, the Agent may proceed with works deemed reasonable and necessary.
 - The Landlord remains responsible for the cost of all repairs and maintenance, including emergency works authorised by the Agent.
 - **Payment:** The Landlord must make payment **in advance** of any instruction for non-emergency works, unless sufficient rent funds are already held by the Agent. The Agent will not advance or front the cost of works. Failure by the Landlord to provide funds promptly may result in delays or further deterioration, for which the Agent bears no liability.

15.2 Contractor Engagement and Liability (Fully Managed Only)

- The Agent may engage appropriately qualified and insured contractors to carry out repairs, maintenance, or safety inspections as required.
 - The Agent will exercise reasonable skill, care, and diligence in selecting contractors, but is not liable for the acts, omissions, defaults, or negligence of any contractor or supplier engaged on behalf of the Landlord.

15.3 Reporting and Record-Keeping (Fully Managed Only)

- The Agent will maintain accurate records of all repairs, maintenance, and statutory safety inspections arranged under the Fully Managed Service.
- Copies of invoices, work orders, and inspection reports will be provided to the Landlord upon request or with monthly statements.

15.4 Let Only / Rent Collection Services

- The Landlord retains full responsibility for arranging, instructing, and paying for all repairs and maintenance at the Property.
- The Agent does not authorise, instruct, or pay for any works under these service levels and has no responsibility for monitoring contractor performance or compliance.

16. NOTICES AND ARREARS

16.1 Service of Legal Notices – Fully Managed / Rent Collection

- The Agent will prepare and serve legal notices on behalf of the Landlord, including but not limited to:
 - Section 8 Notices (for breach of tenancy, such as rent arrears or damage)
 - Section 21 Notices (no-fault possession notices under the Housing Act 1988)
- All notices will be served in strict accordance with current legislation.



- Notices may be delivered via **registered post, email, or other verifiable means** to ensure proof of service.

16.2 Landlord Responsibility – All Service Levels

- The Landlord remains responsible for all legal costs, court fees, contractor invoices, and any associated expenses arising from possession proceedings, compliance works, or property maintenance, unless otherwise agreed in writing.
- The Agent will not advance funds on behalf of the Landlord. All payments for works, legal action, or third-party services must be made **by the Landlord in advance** of instruction, unless the Agent holds sufficient funds from rental income to cover such costs.
- The Agent is not liable for delays or non-performance resulting from the Landlord's failure to provide funds promptly when required.

16.3 Arrears Management – Fully Managed / Rent Collection

- Where rent arrears occur, the Agent may issue reminders and formally notify the Tenant of overdue payments.
- Any further action, including instructing solicitors, serving court papers, or engaging enforcement services, will only proceed **once the Landlord has provided written authorisation and payment in advance** for all related fees and costs.
- The Landlord is responsible for deciding whether to pursue legal recovery and for all costs associated with such proceedings.

Arrears Management - Let Only

- Landlord manages all arrears actions independently.

16.4 Compliance with Law

- All notices and actions taken by the Agent will comply with current legislation, including the Housing Act 1988 and any applicable amendments or regulations.
- The Agent will advise the Landlord on procedural requirements but cannot provide legal advice; independent legal guidance may be sought by the Landlord where necessary.

17. TERMINATION OF AGREEMENT

17.1 General Notice – All Services

- This Agreement may be terminated by either party by providing written notice.
- All fees and costs accrued up to the date of termination remain payable.

17.2 Fully Managed and Part Managed Services

- Either the Landlord or the Agent may terminate the Agreement by providing two (2) months' written notice.
- The notice period ensures the orderly handover of management responsibilities, completion of ongoing works, and proper communication with any tenants in occupation.
- During this period, the Agent will continue to perform all obligations in accordance with the selected service level.

17.3 Letting Only Service

- For Letting Only services, either party may terminate the Agreement by providing one (1) month's written notice.
- This shorter period reflects the limited ongoing responsibilities of the Agent under this service.



17.4 Ongoing Tenancy Commission

- Where the Agent has introduced a Tenant who remains in occupation at the date of termination, ongoing commission or fees related to that tenancy may continue to be payable for the remainder of the tenancy, unless otherwise agreed in writing.

17.5 Fees Upon Termination

- Any outstanding fees, costs, or disbursements incurred by the Agent up to the termination date will remain payable.
- Fees related to marketing, works arranged, or other services provided in accordance with this Agreement prior to termination are non-refundable.

18. LIABILITY & LIMITATION OF LIABILITY

18.1 General Liability

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

18.2 Maximum Liability

The Agent's total financial responsibility under this Agreement, for any reason including mistakes, negligence, or breach of contract, is limited to the total fees the Landlord has paid to the Agent in the 12 months before the date of the claim.

Note: This limit does **not** apply to liability for death, personal injury caused by the Agent's proven negligence, or fraud.

18.3 Exclusions

- The Agent shall not be liable for:
 - Loss of rent, profits, or business opportunities.
 - Loss, damage, or delay arising from third-party contractors or suppliers.
 - Any indirect, consequential, or incidental losses, including but not limited to loss of income, inconvenience, or distress.
 - Delays in the completion of works or services caused by factors outside the Agent's reasonable control.

18.4 Professional Duty

- The Agent will act with due care, skill, and diligence in providing services under this Agreement.
- There is nothing in this clause that limits liability for death or personal injury resulting from the Agent's proven negligence, or for fraud.

18.5 Risk Acknowledgement

- The Landlord acknowledges and accepts the limitations set out in this clause and understands that professional advice may be sought independently for matters outside the scope of the Agent's responsibilities.

19. 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.

20. 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.

21. ANTI-MONEY LAUNDERING (AML) REQUIREMENTS

22.1 Legal Obligation

- The Agent is required by law to comply with the UK Anti-Money Laundering Regulations and related legislation. This includes verifying the identity of the Landlord and confirming legal ownership of the Property prior to marketing or letting the Property.

21.2 Documentation Required

- The Landlord agrees to provide all documentation reasonably requested by the Agent to meet these obligations. Such documentation may include, but is not limited to:
 - Proof of identity (passport, driving licence, or other government-issued ID)
 - Proof of address (utility bill, bank statement, council tax bill, or similar dated within the last three months)
 - Proof of ownership of the Property (title deeds, Land Registry documentation, or mortgage statements)
 - Company documents if the Property is owned by a corporate entity (certificate of incorporation, memorandum and articles of association, and evidence of directors/shareholders)

21.3 Timing and Compliance

- All requested documentation must be supplied before marketing or letting the Property.

21.4 Refusal or Non-Compliance

- If the Landlord fails or refuses to provide the required documentation, the Agent reserves the right to:
 - Suspend marketing or letting activities.
 - Decline to enter into any Tenancy Agreement.
 - Terminate this Agreement with immediate effect without liability for any loss, costs, or missed opportunities.

21.5 Acknowledgement

- By entering into this Agreement, the Landlord acknowledges that the Agent's obligations under AML law are mandatory, that these checks are for legal compliance purposes, and that the Agent may need to retain copies of the documentation for regulatory record-keeping.



22. DATA PROTECTION

22.1 Compliance with Law

- The Agent will process and handle all personal data in strict compliance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable data protection legislation.

22.2 Purpose of Processing

- The Landlord's personal information will only be collected, stored, and used for lawful purposes directly related to the letting, management, and administration of the Property. This includes, but is not limited to:
 - Verification of identity and ownership
 - Communication regarding the tenancy or management of the Property
 - Accounting, billing, and payment processing
 - Compliance with legal and regulatory obligations

22.3 Sharing of Information

- The Agent will not share the Landlord's personal data with third parties without explicit consent, except where legally required (e.g., HMRC, anti-money laundering regulations, or court orders).

22.4 Data Security

- Appropriate technical and organisational measures will be maintained to protect personal data from unauthorised access, alteration, disclosure, or destruction.

22.5 Data Breach Notification

- In the event of a personal data breach affecting the Landlord's information, the Agent will notify the Landlord without undue delay and in accordance with statutory timelines, including any required notifications to the Information Commissioner's Office (ICO).

22.6 Landlord Rights

- The Landlord has the right to request access to their personal data, request corrections, or request erasure, subject to any legal or contractual obligations. Requests should be made in writing to the Agent.

22.7 ICO Registration

- The Agent is registered with the Information Commissioner's Office (ICO) under the UK GDPR and Data Protection Act 2018, ensuring lawful processing and accountability of personal data. Registration details are available on request.

22.8 Retention of Data

- Personal data will only be retained for as long as necessary to fulfil the purposes described in this Agreement, including any legal, regulatory, or contractual obligations, after which it will be securely destroyed or anonymised.

23. GOVERNING LAW

This Agreement is governed by, and shall be interpreted in accordance with, the laws of England and Wales.



The parties agree that any disputes arising out of or in connection with this Agreement shall be subject to the **exclusive jurisdiction of the courts of England and Wales**.

24. ADDITIONAL CLAUSES

24.1 Late Payment Interest

- If any invoice issued by the Agent to the Landlord remains unpaid after the stated due date, the Agent reserves the right to charge interest on the overdue amount.
- Interest will accrue at a rate of 3% above the Bank of England base rate, calculated daily from the due date until payment is received in full.
- This interest is intended to cover the costs and administrative burden arising from late payment and does not affect the Agent's other rights to recover sums due.

24.2 Marketing Withdrawal Fee

- If the Landlord decides to withdraw the Property from marketing after marketing has commenced but before a tenancy is formally agreed, a marketing withdrawal fee of £150 + VAT will apply.
- This fee is intended to cover the Agent's reasonable costs incurred for marketing activities, including advertising, viewings, and administrative work undertaken on behalf of the Landlord.
- The fee is payable within 14 days of issuance of the invoice by the Agent and remains due regardless of whether a tenant is subsequently found or any future marketing occurs.

24.3 Other Potential Fees (if applicable)

- Administration of rent arrears or other legal correspondence requested by the Landlord outside of standard service provision may incur additional fees.
- Fees for late instructions, urgent works outside pre-agreed limits, or other additional services not included in the selected package will be charged separately, with prior notice where practicable.

24.4 Payment Terms

- All fees and charges under this Agreement are payable within 14 days of invoice unless otherwise agreed in writing.
- Fees are exclusive of VAT unless specifically stated as inclusive.

25. 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.

Agent Declaration:

I confirm that I am duly authorised to act on behalf of **Evalon Estates** in respect of this Agreement. I have explained the terms of this document to the Landlord and confirm that, to the best of my knowledge, all information provided is accurate. I agree to act in accordance with the terms set out in this Agreement and applicable legislation.



Landlord Name(s): _____

Signature(s): _____

Date: ____ / ____ / ____

Signed on behalf of Evalon Estates:

Name: _____

Position: _____

Signature: _____

Date: ____ / ____ / ____

DRAFT

