



TERMS OF BUSINESS BETWEEN
THE LANDLORD AND EPS PROPERTIES
2024

WWW.EPS.PROPERTIES

01223 414 400

propertymark





Welcome to our family at EPS PROPERTIES.

We are a family run organisation established in 2001. We are also an accredited agent specialising in Residential Property Lettings in and around Cambridge.
With great local knowledge and years of experience.

Welcome to our family.

This document is designed to set out clearly and concisely the terms and conditions, the extent of the management services offered by EPS PROPERTIES and the obligations they are committed to.

It clearly shows the landlord's responsibility, commitment and authorisation as laid out in this agreement.

This agreement is sent to the Landlord, upon the Landlord's request. The Landlord does not need to sign or return this agreement, as it is acknowledged that the landlord upon request agrees to these terms and conditions.

The landlord should thoroughly read this agreement and should be sure that he/she understands all the terms and conditions, if in any doubt then they should seek independent advice first.

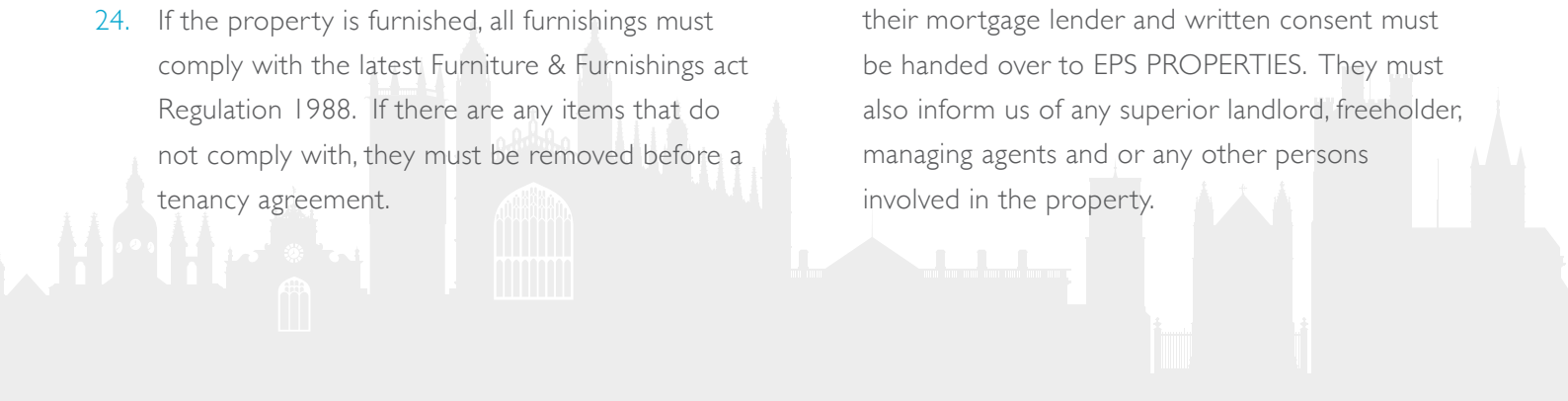
Table of Contents

Preparation for letting the property.....	1	Tenancy Renewals	6
HMO: House of Multiple Occupancy.....	3	Tenancy Deposit	6
TFB: Tenant find basis only	3	Commission and Fees	7
Property Visits.....	4	Recovering Possession	7
Maintenance & Repairs	4	Payment Terms	7
Property Expenses.....	5	H M Revenue & Customs	8
Regular Property Visits	5	Termination	8
Gas Safety Certificate	6	GDPR (General Data Protection Regulation)	8
Inventories	6	General	8

Preparation for letting the property.

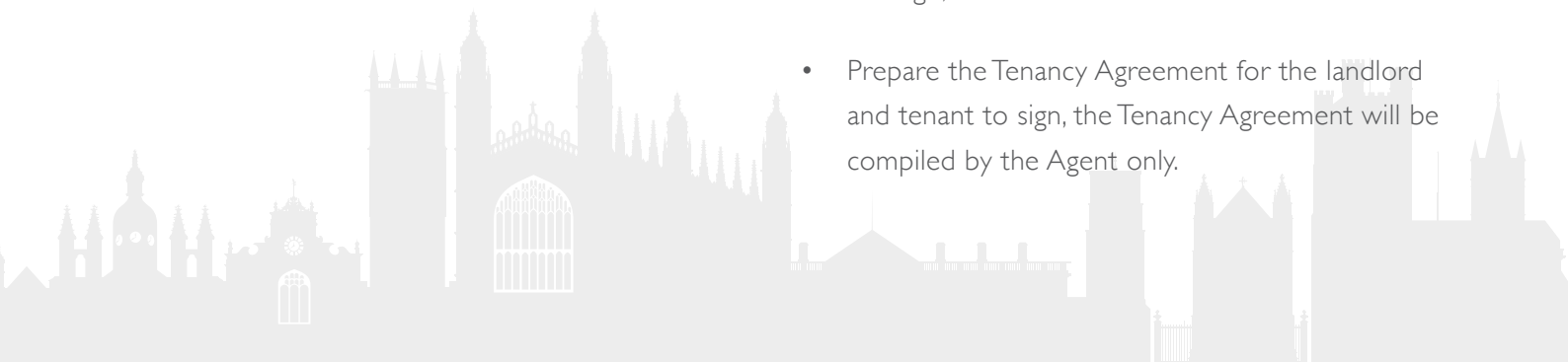
1. The landlord agrees to provide to EPS PROPERTIES at once and before the tenancy begins documentary proof of its ownership of the property.
2. The landlord must make sure the property has been cleaned professionally including soft furnishing and carpets and need to confirm this in writing.
3. The landlord agrees that the contract between the between them and EPS PROPERTIES must include all legal owners.
4. The landlord agreed that all documents that require the landlords address will be used, this will show the actual landlord's address. This is legislation that we must adhere to, for documents, rent arrears and serving notice.
5. The landlord will provide all keys to the property, we will need 3 full sets, which will be photographed and used for the inventories for this property.
6. The landlord must make clear of any parking facilities, fobs and allocated parking.
7. The landlord must inform us of the location of water meter, gas meter, electric meter. We need this information to take the meter readings. The landlord must also inform us if the water is metered.
8. The landlord must inform EPS PROPERTIES if any recent works have been conducted including new carpets or any other newly added items left at the property.
9. The landlord and EPS PROPERTIES agree that the Terms of Business will apply during the tenancy and any renewals of tenancy.
10. If the landlord withdraws his agreement from a previously agreed tenancy, and after we had references confirmed. Then the landlord will be responsible to pay EPS PROPERTIES their reasonable expenses.
11. The landlord agrees and gives authorisation that EPS PROPERTIES can cut keys for the property at the landlord's expense.
12. If the landlord is letting more than one property with EPS PROPERTIES, then he gives authorization to us to use any credits on his properties to be transferred to make up a deficit on another of his properties.
13. Once a tenancy has been terminated EPS PROPERTIES will not carry out any property visits.
14. The landlord agrees that EPS PROPERTIES are not responsible or liable for Payment of Rent or any other liabilities payable by the tenant. Any costs incurred on behalf of the landlord while performing duties on behalf of the landlord. Including any damage, loss, fixture, and fittings to the property by the tenant or any third party.
15. EPS PROPERTIES are not liable for any current or pending legislation, obligations, or safety legislation. that the landlord has not undertaken.
16. Building insurance, Ground Rent and Service Charges and any other charges are the sole responsibility of the landlord.

17. If EPS PROPERTIES do not fully manage the property, then we will have no liability to the landlord if he has not responded promptly to the tenants needs.
18. The landlord acknowledges if any keys are lost, we will replace the keys only.
19. The landlord will need to complete and return the Property Information Form before any tenancy is confirmed.
20. Regarding current and pending legislation. The landlord gives us permission to take all reasonable steps to keep the landlord compliant, this includes safety legislation.
21. The Landlord agrees that EPS PROPERTIES can take reasonable steps to make sure the landlord is compliant with all legislations and pending legislations, on behalf of the landlord.
22. The landlord agrees to hand over the property, garden and garage (if applicable) in good order. All personal items must be removed. The garden should be neat and tidy, and the property needs to be cleaned to a professional standard.
23. The landlord must take our building and contents insurance, to cover the period of any tenancy and specifically for a letting property. This must be handed over to EPS PROPERTIES prior to a tenancy agreement.
24. If the property is furnished, all furnishings must comply with the latest Furniture & Furnishings act Regulation 1988. If there are any items that do not comply with, they must be removed before a tenancy agreement.
25. The landlord will not be able to store any of his any of his personal items in the property.
26. The landlord must provide the following certificates to be compliant with legislation and Safety Regulations.
Gas Safety Certificate
Electrical wiring and appliance Certificate
EPC Certificate – Energy Performance cert.
If the landlord cannot supply these then EPS PROPERTIES will obtain the above certificates, at the cost to the landlord.
27. The landlord must make sure that all electrical appliances installed at the property must be in good working order and maintained and/or replace as necessary during all tenancy agreement.
28. The landlord must promptly undertake any remedial works required to keep within the current legislation.
29. Smoke alarms (fully functional and tested) must be installed on each floor by the landlord prior to a tenancy agreement.
30. Carbon monoxide detectors must also be installed by the landlord prior to a tenancy agreement.
31. The landlord must comply with the legal standard for all glaze fitted in critical areas. Glazing must comply with legislation at the time.
32. The landlord must ensure they have informed their mortgage lender and written consent must be handed over to EPS PROPERTIES. They must also inform us of any superior landlord, freeholder, managing agents and or any other persons involved in the property.





33. The landlord must ensure all utilities, telephone, council tax, broadband and any others must be paid up to settle these accounts.
34. The landlord must make clear the locations of the Water Stopcock, Gas Shut-off Valve, and the Mains electricity.
35. The landlord fully agrees to comply with the Statutory Obligations and to keep the property in good order and repaired to include:
The exterior of the property including drains, gutters and downpipes.
Installations for supply of Gas, Electric and Water.
Space Heating, Water Heating and all Sanitary appliances.
36. If EPS PROPERTIES do not manage the property, it is the responsibility of the landlord to action tenants' complaints.
- 37. HMO: House of Multiple Occupancy**
license for HMO or any required selective license, that is required now or in the future that may apply to your property, is the landlord's responsibility to comply to all.
38. If the landlord wishes EPS PROPERTIES to apply for the license in the landlord's name, EPS PROPERTIES will charge a fee of £250 + VAT.
39. If the landlord fails to comply EPS PROPERTIES may on giving reasonable notice terminate this agreement.
- 40. TFB: Tenant find basis only (as an introduction).**
The agent will provide the below service.
- The agent will visit the property initially to comprehend the letting potential.
 - Market the property worldwide to its full capacity.
 - Arrange and accompany possible tenants' viewings of the property.
 - To deal with all negotiations on behalf of the landlord.
 - At the landlord's cost, and prior to marketing, arrange professional cleaners and tidy up the garden. Ready for viewings and marketing
 - Reference the tenant in full.
Right to Rent checks – on nationality.
 - ID Copy of passport or similar.
 - Contact previous landlord/Agent for further reference on the potential tenant.
 - If the landlord has not chosen the Full Management Package, Then when we arrange and prepare a full inventory of all fixtures and fitting, not including any lofts, attics, and cellars. There will be a fee. Please see our fees list for this service.
 - If the landlord has chosen our Full Management Package, then there is no fee.
 - Prepare the Tenancy Agreement for the landlord and tenant to sign, the Tenancy Agreement will be compiled by the Agent only.



- The Agent will prepare 2 copies of the Tenancy Agreement. 1 copy for the landlord and 1 for the tenant.
 - Receipt one month's Rent from the tenant in advance.
 - Receipt the full deposit from the tenant.
 - Transfer full payment of these to the landlord after our fee is deducted.
 - Send detailed statement to landlord.
 - Please note, the tenant has the right to know the landlord full home address on the appropriate documents.
41. If the landlord has instructed EPS PROPERTIES, then they will give the tenants notice to quit or offer a renewal tenancy. Please see our fee list for this cost.
42. Referencing a tenant is only accurate on the day it is made. Therefore, the Agent will not accept any liability, for any loss, cost or expenses to the landlord, should any changes to the tenant's circumstances occur.
43. EPS PROPERTIES will inform the council, regarding council tax of the tenancy in situ. We will also when preparing the inventory, take the meter reading. However, EPS PROPERTIES will not arrange any utility providers for this tenancy.

44. Property Visits

EPS PROPERTIES will visit the property, prior to the tenant's check-in.

- Will also visit the property every 3 months during the tenancy term.
- If the tenant refuses us entry, (which legally they can) we will write to the landlord and the landlord should seek independent legal advice on the matter.

45. Maintenance & Repairs

- Manage all tenants reports of fault.
- Keep a record of all reports/works.
- Carry out routine maintenance and repairs to the property. (as long we have the funds available on your account).
- Arrange our contractors and liaise with the tenants regarding any works required.
- All our contractors are professional and qualified and hold Public Liability Insurance.
- Our contractors are always happy to offer an estimate of repair costs.
- Notify the landlord if the cost of the work exceeds £250 including VAT, on one occasion, unless an emergency.
- The landlord must pay all contractor's fees and expenses directly to the contractor, unless there are sufficient funds in his account.
- The landlord agrees to indemnify EPS PROPERTIES in respect of any claims/costs made against them in respect of the landlord refuses to pay the contractor for any reason.





- The landlord must respond to EPS PROPERTIES in writing within 5 working days of receiving the request for maintenance work. Immediately if it is an emergency.
- The landlord accepts responsibility for any works not carried out and as a result not complying with his legal obligations.
- EPS PROPERTIES will not be responsible for any negligence, damage and delays in completing works caused by the contractor.
- The landlord will have the recommended/suitable insurance in place.
- We may arrange for an estimate or quotations for major works, from one of our own subcontractor's and we will check the work has been carried out and completed.
- If the landlord instructs us to carry out improvements to the property and using our own subcontractors, then the landlord must inspect the property once completed. If the landlord does not inspect the property, then the EPS PROPERTIES will not be responsible if the landlord is not satisfied with the works.
- If the landlord has agreed with EPS PROPERTIES to fully manage the property, then the landlord authorizes us to arrange and carry out all minor repairs to the property.

46. Property Expenses

EPS PROPERTIES will pay on behalf of the landlord, as long as we hold enough funds on the Landlord's account, and we must be instructed by the landlord in writing:

- Ground Rent
- Service Charge
- Block management
- Any other related expenses.

47. Regular Property Visits

When EPS PROPERTIES visit the property and recognises that possible repairs, maintenance or works need to be carried out.

- EPS PROPERTIES will arrange these works and deduct these costs from the landlord rent. If there is insufficient funds in the landlords account, the landlord will be required to pay the sum outstanding to EPS PROPERTIES
- If the cost is greater than the landlords balance on account, then we will request this payment from the landlord in advance. Works will not be carried out until this payment is received.
- If the works exceeds £250 + VAT and if it is an emergency or urgent action is required, the landlord authorizes us to proceed with the works without prior authority from the landlord.
- The landlord agrees for EPS PROPERTIES to carry out any urgent or emergency work to safeguard the property and to comply with the landlord's obligations and legislation.
- The landlord agreed to pass over the full details of any contractor they wish to use to carry out works at the property. Where the landlord has engaged his own contractors, the any payments should be made directly to the contractor from the landlord.



48. Should the landlord choose to use his nominated contractors, then it will be the sole responsibility of the landlord to check that the contractors have the required qualifications and valid public liability insurance. The landlord also agrees that there will be no liability to the EPS PROPERTIES regarding to the standard and finish of work. Nor do we accept any liability due to delays, should the tenants claim compensation due to delays etc.

49. Gas Safety Certificate

- The landlord agrees for EPS PROPERTIES to renew the GSC annually at the Landlord expense and any other statutory certification.

50. Inventories

- EPS PROPERTIES will arrange for a professional inventory for the property at CHECK-IN AND CHECK-OUT, if the landlord has taken out the Fully Managed Service, this cost is included. If the landlord has not taken the Fully Managed Service, then the cost of this will be the landlords responsibility. Please see our Fees list.
- The landlord agreed for EPS PROPERTIES to instruct our Inventory clerk to complete a full inventory and schedule of conditions prior to any new tenancy and at the end of the tenancy a to complete a full Dilapidations and Damage report. The documents will be used as evidence for any claim against the tenant's deposit.
- The landlord accepts that we do not have any liability to the landlord regarding any damages to the property nor non-payment of rent.

51. Tenancy Renewals

- Prior (3 months) to the end of the tenancy, we will write to the landlord and ask for his instructions to negotiate a renewal tenancy agreement, extend the term or issue the tenant with notice to quit, to vacate the property.
- We also contact the tenant (2 month) for confirmation of their request to a renewal tenancy or they will be ending the tenancy.
- Once all details have been confirmed with the landlord and tenant for a renewal, we will prepare the Tenancy Agreement and all other documents required. We will then confirm the renewal to the landlord.
- If we do not receive any written instructions from the landlord, we will automatically offer the tenants a renewal.

52. Tenancy Deposit

- EPS PROPERTIES will protect the tenants deposit with TDS The Deposit Scheme. This is a government recognised scheme and EPS PROPERTIES are full members of the TDS.
- EPS PROPERTIES will comply with all legislation and the schemes requirements.
- Once we have received the deposit in full, we will.
- Pay the full deposit over to the TDS
- Register the deposit
- Keep all copies/ details on file.
- Send a copy of the Certificate to the tenant.
- Send a copy of the Prescribed information to the tenant.

53. At the end of the Tenancy

- If there is no dispute, then the agent will return the deposit in full.
- If there are any deductions to be made from the deposit and has been agreed by both parties. We will deduct these from the tenant's deposit once we receive these funds into our account from the TDS we will then pay them to the relevant persons. Then remainder of the deposit will be paid to the tenant from the TDS.
- If there is a dispute, either party can contact the TDS and make a claim. The TDS will then become the adjudicator and they will decide on the repayment. We will present our documents and most importantly the Inventories, to show why we are making this claim. However, it is the TDS that has the final decision, and we do not have the right to appeal.

54. Commission and Fees

- VAT will be charged on all fees
- EPS PROPERTIES FEES LIST clearly shows the fees the landlord should pay.
- EPS PROPERTIES will be entitled to Fees agreed with the landlord based on which Service required.
- EPS PROPERTIES will be entitled to Fees relating the Managing the property, Tenant Find Basis (introduction of tenant) or Rent Collection only.
- If the landlord terminates the appointment of EPS PROPERTIES during a live tenancy, then the landlord will be liable for commission payments until the tenancy end date.

- Should the landlord decide to transfer his property to another agent, at the end of the live tenancy, EPS PROPERTIES agree to provide any necessary and all documents regarding the property over to the landlord without any charge.

55. The landlord will be liable to pay commission to EPS PROPERTIES, even if the tenant fails to pay rent.

- For our time spent in purchasing any replacement items, appliances, or equipment for the property.
- Time spent on deciding and organizing major repairs to the property.
- If any issues arise with the tenant, tenancy agreement or third party. The landlord should decide whether to use his solicitors. The landlord will be solely responsible for paying his solicitor's fee.

56. Recovering Possession

- Upon written notification from the landlord to terminate the tenancy, giving notice to quit to end the tenancy at the end date of the tenancy agreement.
- EPS PROPERTIES will contact the tenant and confirm a check-out date.
- If for any reason the tenant does not vacate the property on the date agreed, the landlord should take legal advice.

57. Payment Terms

- The landlord agrees that we can deduct from rent or any other payment from the tenant, our commission, additional fees or other payment due to us, the Agent.

- If the tenant does not agree with the landlords claim request for cleaning or any maintenance against the deposit. Then the landlord acknowledge that the dispute will be referred to the TDS Dispute Service and abide by their final decision.
- All funds of the landlord, tenant and contractors are held and controlled by The Letting Partnership, which is an award-winning specialist provider of outsourced client accounting and Client Money Protection ancillary services for the lettings industry.
- All deposit monies registered by EPS PROPERTIES are held with the TDS Custodial Service.

HM Revenue & Customs

58. EPS PROPERTIES is obliged to notify the HM Revenue & Customs of all landlords who let a property in the United Kingdom, this will cover the full rental income.
- The landlord is solely responsible for submitting and paying his Tax Returns.
 - The landlord must inform EPS PROPERTIES of the current address in the UK and inform us immediately of any changes.
 - NRL Non-Resident Landlord
The landlord must supply EPS PROPERTIES with an exemption code/reference giving the landlord the appropriate approval from HMRC to receive Gross Rent.

59. Termination

- In the event the landlord fails to pay any fees due under these Terms of Business or fails to comply with any legislation, which is valid today and

pending relating to the private residential letting of a property or fails to comply with any request from us the agent, that are necessary to enable the agent to comply with any legislation or fails to comply with the landlords obligations or if there is a breakdown of confidence between us the Agent and the Landlord, then the agent may give notice to the landlord in writing to terminate this agreement.

60. GDPR

- Personal data supplied by the landlord will be used and stored on our database. We retain this information as a controller in accordance with Data Protection Regulations.
- We the agent may share this information with third parties, relating to the property this could cover Utilities, Local Authorities, Legal Advisors, Contractors, HMRC and any other person involved in the property, according to Data Protection Legislation.
- The landlord can at any time ask us the agent, what personal data we hold on him.
- Should the landlord retain any Personal Data about the tenant, they must do so within the GDPR legislation.

61. General

- No third party will have any rights under or in connection with these Terms of Business.
- The landlord may not assign, transfer, charge or appoint any other person to perform all of the Landlord's obligations under these terms of business.



- If any court finds any of the provisions set out in the Terms of Business to be unenforceable, then this will not affect any of the remaining provision, which shall remain in full force and effect.
- The landlord and we the Agent agree to use electronic mail as the preferred method of communication.
- The Agent may at some time, make changes to these Terms of Business, the agent must give written notice to the landlord not less than one month prior.
- These Terms of Business shall be governed and interpreted in accordance with the law of England.

- 62. The Terms of Business and Letting Authority constitutes the entire agreement between the Landlord and EPS PROPERTIS and supersede and eliminates all previous agreements.
- Both parties acknowledge entering into this Agreement in good faith.

Property
 Property address for this application

 Postcode

Landlord's Details
 The landlord should read and understand our Terms of Business and Letting Authority before signing any document.

Full Name Telephone.....
 Email Address
 Address.....
Postcode
 SignatureDate

Director of EPS

Full Name
 SignatureDate

