

Terms and Conditions

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at Tenant-Ready, 63b Elm Park Road, London, N3 1EG

1.0 Definitions and Interpretations

1.1 Agreement shall mean these agreed Terms and Conditions for the provision of Services.

1.2 Us, We, Our refers to Tenant-Ready.

1.3 Customer shall mean the person or organisation that orders the Services from Tenant-Ready.

1.4 Order shall mean the formal acceptance of the Proposal by the Customer.

1.5 Products shall mean all Products supplied by us in the course of this Agreement.

1.6 Proposal shall mean the written statement of the Services that Tenant-Ready offers to the Customer.

1.7 Services shall mean all Services supplied by Us in the course of this Agreement across following trades: (cleaning, removals, heating and plumbing, lighting and electrical, inventory services)

1.8 Tradesmen/Tradesperson/Clerk/Operative shall mean representative appointed by Tenant-Ready.

1.9 Terms and Conditions shall mean this agreed written contract between us and customer.

1.10 Works shall mean the work carried out as part of this Agreement and the physical location of the work being carried out.

1.11. Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

2.0. General

2.1 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or

a person authorised to sign on our behalf.

3.0 Title, Payment and Invoices

3.1 An instructing principal shall pay all fees due as the result of services provided within the period agreed and stated on the presented invoice.

3.2 If the client is not represented by an instructing principle the client will pay all fees due prior to or at the date and time the services are to take place, failure to do so will result in the services not taking place.

3.3 Tenant-Ready reserves the right to apply interest charges for the late payment of any fees overdue for more than fourteen working days after the payment due date stated on the presented invoice, at a rate of 5% net which will be added monthly.

3.4 Furthermore we will claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from the Customer where the Customer is late paying the Tenant-Ready.

3.5 Title to the Products (certificates and/or inventories) comprised in the Order shall not pass to the Customer until the Customer has paid the full price. Furthermore We reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

3.6 Where the Customer is represented by a third party (such as a managing agent, tenant or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless agreed otherwise in writing.

3.7 In the event any discrepancy caused by the instructing principal and/or the

client, resulting in the service needing to be carried out again, the second or 'new' appointment will be treated completely separate to the prior and charged at full cost.

4.0 Our Obligations

4.1 We will carry out all Works in accordance with the Proposal and subsequent Order.

4.2 We may where necessary sub-contract parts of the Works to suitably qualified sub-contractors.

4.3 We will comply with all relevant health and safety regulations, including (but not limited to) site safety and personal safety of employees and subcontractors.

4.4 We will at all times hold appropriate and valid insurance, including public liability insurance.

4.5 We shall ensure that all Works are carried out with reasonable care and skill and to a reasonable standard.

4.6 We shall ensure that where required all relevant codes of practice are complied with.

4.7 We may at any time refuse or withdraw direct access to the Works where required for health and safety reasons.

4.8 If during the Scheduled/pre-booked Works any issues are found that require additional time or materials and this causes an increase in costs we will send the Customer a further Proposal giving details of the extra costs and will only proceed with the Works once the Customer's written acceptance has been received.

4.9 We shall ensure the safe and proper disposal of all waste materials generated by the Works.

5.0 Customer Obligations

5.1 The Customer will permit and allow Tenant-Ready access to undertake the Works.

5.2 The Customer will provide all relevant information relating to works instructed

6.0 Liability

6.1 Any circumstances allegedly giving cause for complaint about the services or invoice for services provided by Tenant-Ready must be notified by the client and/or instructing principle on behalf of the client within 5 working days of the services being completed and/ or before any tenancy deposit/ bond is returned to the tenant.

6.2 We shall not be liable for any direct or indirect loss or damage suffered by the Customer howsoever caused, as a result of any negligence.

6.3 We shall not be liable to the Customer for damage caused by the Customer or any third party failing to follow instructions given by Tenant-Ready.

6.4 We will not be responsible for damage suffered to a part of the Customer's property where that damage is in whole or in part a consequence of a defect or weakness in that part of the property.

6.5 In the event that the client and/or instructing principle give Tenant-Ready instructions which are followed in good faith and which turn out to be unlawful or result in an unlawful act or otherwise give rise to any other claim, you will provide Tenant-Ready with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions.

7.0 Indemnities

7.1 We undertake to indemnify and hold the Customer harmless against all claims, proceedings, costs, expenses, damages and fines arising from our negligent performance, breach or failure to perform its obligations under these Terms and Conditions.

7.2 The Customer will indemnify us against all claims, costs, damages or fines that may incur arising from the

Customer's breach of its obligations under these Terms and Conditions.

8.0 Complaints

8.1 We aim to provide a high level of service. If the Customer has an enquiry or complaint regarding the Products and Services provided by Us the relevant parties within Tenant-Ready should be contacted immediately.

9.0 Cancellation

9.1 Once a booking has been made and accepted if our representative cannot gain access to the property or the tenant is not ready to move in or out at the allotted time or the appointment is cancelled without giving more than 24 hours notice the client will be responsible to pay 50% of the fee.

10.0 Force Majeure

10.1 Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes.

11.0 Waiver

11.1 Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

12.0 Assignment

12.1 Neither party may assign their rights under this Agreement without the prior consent in writing of the other party.

13.0 Terms specific to Inventory reports

13.1 Tenant-Ready does not accept any responsibility for any error or omission of data within a report.

13.2 In the event of a dispute between clients and all fees have not been paid in

full, any reports delivered by Tenant-Ready, remain the sole property of Tenant-Ready and therefore cannot be used in any way without written permission.

13.3 The reports prepared by Tenant-Ready are intended as an independent, fair and accurate record of the décor, fixtures and fittings and furniture, which compose the internal content of the property, the condition of these items and the internal condition of the property. The report enables items to be visually identified only; no attempt will be made to ascertain the original manufacturer or period in which an item was produced. The report is no guarantee of the adequacy, or safety of all/any furniture, equipment and contents, merely a record that they exist in the property and the time the report is carried out.

13.4 The inventory clerk preparing a report is not an expert on fabrics, materials, antiques etc. or a qualified surveyor. All colours within the report are to mean description of colour only and not that of any metals. No attempt will be made to place monetary value on the property or its contents, or to determine whether an item is genuine or reproduction. Any report provided by Tenant-Ready should under no circumstances be used as a structural survey report.

13.5 Items left in inaccessible places, lofts, cellars or in any areas behind locked doors will not be listed and/or inspected and are the sole responsibility of the client. We do not inspect communal areas such as hallways and gardens or any other shared spaces. We do not open or test windows, the tenant should advise us if there are any issues

13.6 It is important to note that any contents must be situated in their respective rooms as specified in the report upon termination of the tenancy. Failure to do so will result in delay on appointment.

13.7 Any plants, cleaning materials, food and drink goods and spare light bulbs are considered perishable items and will not be listed on a report. Tenant-Ready will not undertake to list any large number of books, CD's and/or DVD's or cutleries individually. If the landlord or letting agent would like miscellaneous items to be included in the inventory a list should be made available for us to copy and paste onto the report. However, these items will not be inspected only quantified on check out.

13.8 Tenant-Ready will attempt to test electrical appliances for power only and only when practical and safe to do so. All electrical items are deemed complete with fixings (plugs, flexes etc.) unless otherwise stated.

13.9 Utility meter readings will be read and noted at check-in and checkout provided they are readily accessible and straightforward to locate. It is the clients and/or instructing principle on behalf of the clients responsibility to advise the location of any such utility meters prior to the inspection. If unaware of, unable to locate or has unreasonable access to meters, they will remain unread and the landlord or tenant should provide the reading. If the meters are accessed via a concierge they will be responsible for taking photos or supplying the relevant readings

13.10 The instructing principal and/or client are responsible for the security, heating, and plumbing and meter usage of the property both pre and post Tenant-Ready service

13.11 It has to be accepted that any time lapse between the completion of the inventory report and the check-in and/or checkout and subsequent check-in, cannot be independently verified by Tenant-Ready. It has to be acknowledged that some alterations (any amount of damage, items removed or added) to the property may occur within this period.

13.12 Tenant-Ready cannot accept responsibility for any lost or unaccounted keys

13.13 Where Tenant-Ready are instructed to undertake a check out report based upon an inventory not carried out by us, no responsibility will be accepted if the quality of that report is not of our standard. If items are not described fully or omitted entirely if defects or cleaning issues are noted no charges will be levied to the outgoing tenant.

13.14 Where the inventory notes the presence of smoke alarms and carbon monoxide detectors, if tested by Tenant-Ready, this will be for power supply and should not be interpreted to mean that these items are fully working and that the property complies with the 2015 regulations. Tenant-Ready will take no responsibility for damage or mal-function during the testing of such alarms. While we endeavour to test all smoke alarms, if unable to access due to high ceilings they will remain untested.

13.15 Mid Term Inspections will be undertaken to advise the landlord or letting agent if the tenant is looking after the property correctly. This report reflects the conditions found on the day of the inspection but will not necessarily accord with the condition found on the termination of the tenancy.

13.16 We will only list keys handed to us by the instructing agent/landlord in order to gain access to the property. If the client provides further keys that are left in the property at check in they will not be included unless specifically instructed to do so and a list provided. Upon check out we will return keys to the place instructed on our booking system. If no instructions are forthcoming we will secure the property and retain them until instructed where to return them. Further charges may be incurred for our clerks time or postage costs.

13.17 Completed inventories will be sent to the instructing party in PDF format by email. Word documents and hard copies will not be provided and are not included in the fee.

13.18 On termination of the tenancy the check-in and/or inventory report is checked again and any discrepancies and/or variations will be reported to the instructing principle and/or the client. The checkout report will indicate, in the opinion of the Tenant-Ready representative, as to whether there is any liability on the tenant, or whether such deterioration could be assessed as fair wear and tear only as agreed and when instructed. Fair wear and tear is determined on the length of the tenancy, the type of occupancy, the quality and durability of items, noting that certain items receive more use. Tenant-Ready acknowledges that the contractual terms listed in the tenancy agreement may overrule the opinion of the assessor.

13.19 Tenant-Ready does not accept the responsibility of any dilapidations and/or remuneration for any such dilapidations noted or not noted on the report

13.20 Whilst every care will be taken when conducting the inventory or check out report Tenant-Ready cannot be held responsible for the breakdown of any tools of the trade such as dictating machines, tablet devices, cameras, smoke alarm testers.

13.21 The property will be inspected as thoroughly upon check out as it was upon check in. Obvious or significant discrepancies will be reported to the Managing Agent/Landlord. The report will record all damaged/soiled/missing items and whether in the opinion of the Clerk, the tenant is responsible and thus liable for charges. However, the law allows for Fair Wear & Tear and this will be taken into consideration when the Check Out report is compiled.

13.22 We will not test locks to garden gates, sheds, summerhouses or other outbuildings.

13.23 At the end of the tenancy all items should be ready and in the same location as listed in the Inventory. Failure to do so will result in handling charges being passed on to the tenant. Where items have not been returned to their original position and are not easily seen they may be noted as "Not Seen" on the Check Out and their replacement may be charged for. All beds should be left unmade with the linen folded. Bedding and linen should be clean and ironed where relevant. Beds (bases & mattresses) and pillows will be examined for staining and damage not previously noted on the inventory.

13.24 Whilst all care and diligence has been taken to provide a fair and accurate report of the condition of the property and its contents at check out, Tenant-Ready will not be held responsible for any items missed, damaged or not seen.

13.25 Please note that we are unable to lift heavy items of furniture or fully test appliances. Property left in lofts, cellars and locked rooms, which has not been inventoried is the sole responsibility of the landlord

13.26 Where a charge is recommended in respect of depreciation, it is good practice to use the following formula for calculating the allowance

$$\text{Cost} \div \text{by life expectancy} \times \text{remaining life} = \text{value}$$

13.27 Following receipt of the check out report should either the landlord or tenant challenge the content within the 7 day period, we will undertake to investigate any issues raised and based on evidence received from either party and our professional opinion, reserve the right to change the report accordingly should we see fit.