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Contract Terms and Conditions - Property Inventories

This agreement is formed on the basis that the Property Inventory Report will be produced using assumptions gathered during the initial information exchange and in accordance with the attached Terms and Conditions.

Definitions

Bookings

Refers to the instruction given by the client to EcoPanda Property Services Limited to prepare an Inventory Report of the Property.

Client

Refers to any estate agents, private landlords, and/or tenants making a booking for an Inventory Report with EcoPanda Property Services Limited.

Inventory Clerk

Refers to an employee of EcoPanda Property Services Limited providing front-end services and compiling the Inventory Report.

Property

Refers to any property owned or rented by the client, or their duly instructed Agent, which is the subject of the Report.

EcoPanda - Refers to EcoPanda Property Services Limited and its related operations.

Report

Refers to any document prepared by EcoPanda on behalf of a client, including inventories, check-in reports, check-out reports, mid-term reports, and snagging. EcoPanda is committed to fully providing an eco-friendly and paperless service to its clients possible; accordingly, we encourage all clients to make bookings via email and to accept PDF copies of Inventory Reports whenever possible. Inventory reports allow for e-signatures by all parties. Hard copies of reports are, however, available upon request.

I. Services

The Report provides an unbiased record of (i) the contents of the Property, (ii) the condition of the contents, and (iii) the Property's internal condition as at the date of the Inventory Report and is undertaken by an Inventory Clerk acting as an independent third party. The Inventory Clerk is not a qualified surveyor, nor an expert in antiques, fabrics, woods, metals, etc. The Inventory Report is not a detailed description of every piece of furniture and equipment, nor is it a structural survey and cannot be relied upon as such. No opinion is offered as to whether the items recorded in the Report are replica, reproduced, or genuine.

The Report is not a guarantee of, nor a report on, the functionality or safety of any of the Property's contents, but merely a statement that the contents were viewed in the Property at the time the front-end services were undertaken by the Inventory Clerk to compile the Report.

2. Instructions

EcoPanda can take Bookings by telephone, work order, or via e-mail. Clients are able to place booking requests using Microsoft office forms provided by EcoPanda. Once a booking is made, an agreement is deemed to exist between EcoPanda and the client under these terms and conditions.





Bookings can often be accommodated at short notice or even on the same day, but it is advisable to give as much notice as possible to secure your desired time slot. Please note that we are particularly busy around month-ends, weekends, and over the summer, so booking outside these times is likely to offer greater flexibility. If the client appoints an agent to act as their representative, it is the responsibility of the instructing agent making

Where an email address is provided by the client, EcoPanda will send an automated email to that address confirming the Booking.

3. Opening Hours

The head office of EcoPanda operates from 9 am to 5 pm, Monday to Friday It is possible to arrange out-of-hours appointments for Inventory Reports (e.g., evenings, weekends, or bank holidays) by prior arrangement and an additional charge will be advised and agreed in advance.

4. Turnaround Time

EcoPanda is committed to providing Reports within 48 hours (or two business days) of the visit to the property whenever possible. If you require a report to be turned around sooner, the client is required to advise EcoPanda when making the booking, and we will do our best to accommodate your request.

We are happy to provide a brief overview report on the same day.

the Booking to advise their client of these terms and conditions.

5. Amendments

Amendments are occasionally required to reports using the Inventory Software the client/tenant is permitted to request changes or updates to the reports. These must be submitted using the Software provided and be evidenced with photographs. If approved the report will be amended to reflect the changes. Amendments should be made within be made within five business days of receiving the report. If the amendments are due to an error or omission by EcoPanda additional copies of the report will be supplied without charge. If substantial changes are required to the report (e.g., because the Property has been decorated or furnished since our visit), EcoPanda reserves the right to revisit the property to inspect the changes before amending the report—additional charges may apply in this case.

6. Charges

Prices for Reports vary according to the size of the Property and location in the UK; prices assume that the Property is furnished to a 'rental furnished' standard. Similarly, the Property is assumed to have a standard number of rooms based on the number of bedrooms.

Should you require a copy of our current price list before making a booking, please contact us via email at info@ecopanda.com.

Please note that EcoPanda is VAT registered; all prices quoted from our price list are exclusive of VAT.

Additional charges may apply:

• Furniture: 'Rental furnished' assumes that the Property is lightly furnished for rental purposes. If the Property is heavily furnished, EcoPanda Property Services reserves the right to increase the charges to reflect the extra time incurred.





- Extra Rooms: Our pricing assumes the Property contains one reception room, one bathroom, one toilet, and one kitchen. If there are additional rooms, there will be an additional charge of £15.00 plus VAT per room.
- Travel: Our pricing assumes the property is within 10 mins of Woking, Guildford, or Godalming areas If this is not the case, an additional charge may apply.

Prices are subject to change without prior notice.

7. Payment of Invoices

VAT invoices will be issued and distributed at the same time the Report is sent to the Client. Payment can be made by:

- Direct bank transfer to the bank account details provided on the invoice.
- Cash given to the Inventory Clerk on the day of the confirmed Booking.
- Debit or Credit card by calling the head office (please note that EcoPanda Property Services does not accept American Express).

Payment of invoices is required on day of issues unless Customer specific credit terms have been agreed in writing.

EcoPanda Property Services reserves the right to charge interest at 4% above the base rate of the Royal Bank of England if payment is not received within this time.

EcoPanda also reserves the right to withhold any report not fully paid for by the client making the booking. Where the person making the booking is an existing client and their account is in arrears, EcoPanda may withhold the Reports and cancel future requests for bookings until such arrears are settled in full.

For clarity, the person making the booking is responsible for settling invoices from EcoPanda in accordance with the above payment terms, irrespective of their own receipt of client funds.

8. Exclusions

EcoPanda prioritises the health and safety of our Inventory Clerks. The Inventory Clerk is not required to undertake appointments under any circumstances where they feel threatened, unsafe, or in danger or if there any any safe-guarding concerns. The person making the booking has a duty of care to ensure that the property is safe and to warn EcoPanda of any potential threats or hazards around the Property.

Please note the following exclusions:

- No requirement to inspect loft areas.
- No requirement to inspect cellars unless they are accessible by a staircase, properly lit, and constitute a proper room to be included in the tenancy.
- No requirement to inspect any Property infested with pests.
- No requirement to move heavy items of furniture including appliances, beds, mattresses, and sofas.





- Mattresses will only be moved and inspected where the Inventory Clerk is safely able to do so.
- · No requirement to inspect any cupboard or storage areas above reasonable head height.
- No requirement to read meters above head height (the Inventory Clerk may be able to take a picture of the meter in such cases and take the reading from that, depending on the circumstances).
- No requirement to read meters in a cellar or in areas under steps where it would be required to climb over rubbish or stored items to reach them.
- No requirement to inspect locked rooms or packed boxes.
- No requirement to enter a property with a dog or any other animal present unless the client is also present, and the Inventory Clerk is satisfied that the animal poses no threat.
- Lights, fire alarms, CO alarms, and/or smoke detectors are checked for working order only. Gas and electrical appliances are not tested. Under no circumstance is EcoPanda and/or the Inventory Clerk able to provide a qualified opinion on the Property's gas and electrical safety, nor is it the responsibility of EcoPanda and/or the Inventory Clerk to schedule an inspection by a gas safe registered engineer or suitably qualified electrician.
- No requirement to ensure items comply with the Furniture and Furnishings (Fire Safety) Regulations. Comments in the Report such as 'FFR label seen' (or similar) give no guarantee of the item's compliance with these regulations.

9. Cancellation Policy

By accepting a booking from a client, EcoPanda reserve a time slot and turns away other potential bookings for that slot. If a booking is cancelled by the client for any reason, the following charges will apply:

- Full Charge: If the booking is cancelled on the day of the agreed booking (e.g., if keys are not available or the resident is not home to allow access), the full charge will be payable.
- 50% Charge: If the booking is cancelled after 12 pm on the day before the agreed booking,
 50% of the charge will be payable.
- No Charge: If the booking is cancelled before 12 pm on the day before the agreed booking, no fee will be payable.

10. Keys

EcoPanda does not accept responsibility for any lost or unaccounted-for keys for any Property.

11. Disputes

EcoPanda reserves the right not to attend court for any disputes arising from a dilapidation assessment between the client and any tenant of the Property if the Inventory Clerk did not prepare the initial report and sign on behalf of the client. If the original report was provided by EcoPanda we will use reasonable efforts to arrange for the relevant Inventory Clerk to attend court to give evidence regarding the report, and a separate fee will be chargeable for this service.

If the client is in arrears, any report prepared by EcoPanda may not be used in any court proceedings without prior written consent.





12. Exclusions of Liability & Indemnity

If the client gives EcoPanda 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 kind of claim, the client will provide EcoPanda with full indemnity for all penalties, damages, costs, and legal expenses that may occur as a result of following the instructions.

13. Copyright

The name and logo of EcoPanda Property Services Limited are trademarked and protected from copying or use without prior written agreement.

14. Confidentiality

The Client agrees to use the information provided in our reports solely for their own personal use and will:

- Keep the information strictly confidential.
- Not divulge or disclose any part of the information to any third party other than for the sole purpose
 of rental property.
- Permit access to the information only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the above provisions.

15. Privacy

At EcoPanda we respect your privacy and are committed to protecting your personal data. Our privacy notice, which explains how we will protect your personal data and informs you about your privacy rights under the General Data Protection Regulation, is available on our website using the following link: http://ecopanda.com/privacy-policy.

16. Jurisdiction and Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of England.

17. Complaints

EcoPanda is committed to providing the highest standards of service to all our clients and ensuring that your interests are safeguarded. Our complaints procedure is designed to address any issues promptly and effectively. If you have a complaint, please write in the first instance to the manager via email at info@ecopanda.com.

Your complaint will be acknowledged within 48 hours (two business days), investigated thoroughly per in-house procedures, and a formal reply will be sent to you within 15 working days of receipt. If you are not satisfied with the outcome of the manager's initial investigation, you may request a review by the managing director, whose decision shall be final

