

## **TERMS OF BUSINESS TO:**

**“The Clerk”** means The Inventory Clerk or persons appointed by The Inventory Clerk to carry out an inspection of the Premises for the purpose of preparing an Inventory or carrying out a Check-in, Check-out or Interim Inspection.

**The “Instructing Principle”** means the person who has instructed The Inventory Clerk to carry out an Inventory, Check-in /Check-out or Interim Inspection.

**“The Premises”** means the property and the contents which are to be listed in the Inventory or any other compiled reports.

**“The Inventory”** means the items at the Property to be prepared in accordance with the following conditions:

Upon acceptance of the instruction, the Clerk will arrange the inspection of the Premises for the purpose of compiling an Inventory. The commissioning of The Inventory Clerk services by any instructing principal on behalf of their client, the client or their client's legal representative is deemed to be in agreement with these terms and conditions.

The Inventory will be a full and detailed list of furniture, fixtures, fittings and household effects including any outdoor space, where access is available. The report is prepared as an “as seen” snapshot by The Inventory Clerk and provides a fair and accurate record of the contents of the Premises and the condition at the time the Inventory is prepared. The Inventory is compiled for identification purposes only and does not constitute a valuation or statement of authenticity, it is a listing that such item exists in the property at the time the Inventory is compiled. Items are visually identified by a detailed description; however the Clerk is not an expert in all materials, antiques, nor a qualified surveyor.

When no comments are noted on the Inventory in regards to condition, the item is free from any noticeable soiling and damage and no further notes are needed. Significant defects will usually be damage, usage, or soiling that may constitute a dilapidation charge at the end of the Tenancy to the responsible party, from the landlord. The Inventory Clerk and our Clerks are not responsible for any breakages, damage or anything that breaks within a property or any keys used or collected/returned by them. Our clerks will attempt to note all or any present odours; their sense of smells will alter and so the accuracy of this is not something we can be held accountable for.

**Electrical and or gas appliances** and other such similar items will not normally be power tested as this is not considered practical or safe.

**Lighting** may be solely tested to indicate whether the bulbs are working at the time of the check-in. We will not be testing windows, doors, shelving units, etc. within the property; although some clerks may choose to do this and note it in the report. Central heating systems and boilers will not be tested. It is advised that Tenants usage test all appliances as soon as possible and report any faults to the Instructing Principle.

**Blinds and cord safety 1st October 2014;** all blinds etc must have safe pull controls/cords. We will not be held liable for any cords/controls that do not comply, whether we have noted this or not. Overlong cords can cause a health and safety issue.

**Smoke alarms/detectors, carbon monoxide alarms/detectors and security alarms** are not tested by The Inventory Clerk and are the responsibility of the Tenant / Instructing Principle / Landlord. If we are able to test them at all, **it would only be for power.** This would by no means show that in the event of any emergency, when they would perhaps be relied upon, that they will function or work as required. We cannot be held liable in any way in any such situation. If we are able to carry out a smoke or carbon monoxide alarm/detector functionality test on any occasion or date for any fee or included within our services in anyway, we cannot be held liable in any way if these do not operate on another date properly in the event of an emergency when they needed to be relied upon in any way as an alert etc.

**A functionality test** would only prove that on that date and time the smoke or carbon monoxide alarm/detector does respond, or not, to a dose of smoke or CO well beyond the lethal range. We accept no liability in any way. The presence and appropriate working order of these alarms is the law and they must be tested on a regular basis for their continued power and working order by all concerned parties such as the landlord, their agent, the tenant and/or our instructing principle. This law is under The Smoke and Carbon Monoxide Alarm England regulations 2015. Under this law you must provide a working and tested smoke alarm/detector on every floor of the property and a carbon monoxide alarm/detector in every room that contains a solid fuel combustion appliance. Power and/or functionality tests must also be carried out on every new tenancy by law, via the Tenant / Instructing Principle / Landlord. As stated, we accept no responsibility whatsoever for any testing of, recording of missing or present and/or working order of any such smoke alarm/detectors and or carbon monoxide detectors within a property following a report or visit from our clerks. Where smoke alarms and CO Detectors are tested this is for power only and should not be taken to mean that the alarms are in full working order. No responsibility is taken for any damage or malfunction occurring during the testing of such alarms.

Landlords and Tenants should be aware that the **Fire and Safety Regulation** regarding furnishing, gas, electrical, blinds and cord safety and similar services are ultimately the responsibility of the Instructing Principal and any other involved party such as landlord and tenant and in no way Donhead Property, or any of our clerks. Where the Inventory notes "FFR label seen" this should not be interpreted to mean the item complies with the "Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993", it is merely a statement that a label has been seen, if this has been checked as this is not our role or the purpose of our inventory reports. Often we will not see or inspect any such labels and take no responsibility in doing so. It is strongly recommended that the Instructing Principle ensures all items comply with the relevant safety regulation before the Tenancy commences and My Property Inventories takes on no responsibility for any items marked or unmarked.

We do not in any circumstance look for signs of Legionella and will not in any way be held liable for such within any premises we carry out any such report on.

The Inventory preparation, check-in or check-out will be compiled by the Clerk assuming the Clerk is able to do so without moving large or heavy items of furniture. Property left in lofts, and locked rooms, which have not been seen and recorded, are the sole responsibility of the Landlord and cannot be added to the Inventory without prior arrangement. Items left in cellars will be visually identified where possible if deemed safe; however the Clerk will not undertake to search through boxes, cupboards or inaccessible areas. Any items of value or personal Landlord items should be removed or identified to the Clerk before the Inventory is compiled.

Linen will be listed as seen, however soiled items or linen stuffed in cupboards will not be fully inspected. All linen should be freshly laundered and folded on top of the bed to allow for easy identification. Excess quantities of linens will be listed as numerous/various linens.

Items such as books or large collections of DVD's/crockery and cutlery will only be listed as "a quantity of"; any items of value should be removed prior to the Inventory compilation.

We cannot in any way be held responsible for any damage, breakages or broken goods within a property, either internally or externally.

**Meter readings** will be taken when accessible with our Check In /Out service; however it is advisable to confirm where the relevant meters are located at time of booking if not easily located, for example large blocks of flats or where porters access is required. When we have not been provided with full meter locations and full access we may not be able to take the readings; providing this information to us in writing is highly recommended. We do highlight that where we have not been informed, prior to the booking, in writing the full locations and given full access to meters we will be unable to complete the reading of meters. We must also be informed of which meters are present, i.e. water, gas and electricity. We will attempt to note the location of any visible stop cocks/safety valves.

It is strongly advised that the accuracy of this inventory lies with the Landlord, Tenant and or any other involved party or instructing principle and that any queries or discrepancies relating to the description or content be addressed to The Inventory Clerk within 7 days of an inspection. This report should be thoroughly checked through. Please note The Inventory Clerk and our clerks cannot be held responsible for any errors, omissions or issues you may feel our contained within our reports. We are not liable for any supposed issues without reports, any issues within a property, any breakages, damage, losses or security within a property.

We reserve the right to add additional costs if properties are excessively large or rooms are excessively overstocked with furniture or crockery/ utensils etc. Furnished properties are £15 extra for studios. £20 for 1 / 2 bedrooms. £30 for 3 / 4 bedrooms. £50 for 5/6 bedrooms. £60 for 7 bedrooms.

**Extra rooms within a property**, i.e. 2nd receptions/en-suite bathroom/toilet/garage/garden will be charged at £10.00 per room

It is the responsibility of the Landlord and Instructing Principle to agree between themselves the accuracy of the report. No disputes regarding the contents or description contained within the Inventory will be taken into account unless notified in writing within seven days of receiving the inventory report.

**Hard copies** of Inventories/Check Ins/Interim Inspections/Check Outs will be provided at £14 for 1 copy and £19 for 2 copies including postage and packing. This includes previous reports where requested for Check Ins or Check Outs.

**The cost of written Inventory Updates** is £30 for a studio or 1 bedroom, £40 for a 2 bedroom, £55 for a 3 or 4 bedroom, £70 for a 5 or 6 bedroom and £90 for a 7 bedroom, per update, as and when required and sent to us in writing. This is upon receiving changes, additions or new amendments in writing. Please note an updated report and its photos may not accurately cover a new tenancy agreement as the photos will be out of date and the descriptions may also be and we accept no liability what so ever for this (we recommend that you always gain a new inventory report). An on-site visit is the cost of the check in/out or interim inspection plus the update charge for the request of a new inventory report.

### **Photos**

Digital photos are included in the price. As well as this we shall endeavour to provide a link to a digital photo pack.

### **Cancellations**

Cancellations must be made at least 24 hours before the appointment or the full fee will be payable. Should our clerk arrive at a property or your agent for a key pick up and not be able to gain access the full fee will be chargeable. Our Clerks can wait for up to 20 minutes after the time of booking.

### **Payment**

**Agents** - We require full payment within 7 days, as per our agreed terms which is subject to change as our relationship builds. Late payment will be charged at £40 per month until payment is received in full. We reserve all rights to charge this even after late payment is received at all future dates. If monies remain unpaid past the due date, any and all discounts or reductions agreed will be invalid and invoice/s due will revert to our full fees.

**Landlords** – We require full payment prior to the booking, unless otherwise agreed. Late payment will be charged at £40 per month until payment is received in full. We reserve all rights to charge this even after late payment is received at all future dates. Payment in full is due by the day the report is carried out. If we have been unsuccessful in gaining this we reserve the right to not honour this booking. Payment may be taken prior to the booking date via debit or credit card or bank transfer of which a payment button is provided on our invoices as well as our full bank details for a transfer.

We reserve all rights to keep full possession of a report until payment has been received and not to provide any copy in digital or hard copy format. If monies remain unpaid past the due date, any and all discounts or reductions agreed will be invalid and invoice/s due will revert to our full fees.

**Check-outs by Tenants** - Payment due by arrival at the property on requested booking date, or prior to booking date. The cost of printing previous reports for all appointments is £7.00 per report.

**Out of hours bookings** before 9:00am and after 6:00pm are subject to a surcharge of £25.00.

A paper copy of any inventory report is required at the property, to be provided by the instructing principle, for any check out or check in. We must be informed in writing if this is not able to be organised for us.

We can pick up and drop off keys with our services. If this is any further then 2 miles from the property concerned it is £7.00 per mile due to our increased costs and time.

Should we be made to wait and are able to, each 30 minutes past our standard 20 minutes waiting time, is chargeable at £35.00.

We do accept amendment requests in writing, with the clerks/instructing principle or offices approval; We reserve the right to charge for very large written amendment requests.

### **Delivery / Intellectual Property**

The Inventory Clerk will endeavour, where possible, to electronically deliver completed reports within 24 hours Monday to Friday. All reports remain the property of The Inventory Clerk, and may not be electronically copied, altered, or retained without express permission from The Inventory Clerk. The Landlord / Agent / Tenant is responsible for checking the report on delivery and any dispute over content or description must be notified within seven working days. **Our commercial inventory services are £120 per hour**, per clerk. Our reporting, reports and clerks are only ever to be used directly by and through us. By using our services you are contracted to work only via us when using our clerks and reports. Anything else will be theft of our property, intellectual property and services. We will use this breach in a damages claim as well as for loss of earnings.

Any Agent, Landlord, Tenant or person related to the property in any way who instructs The Inventory Clerk to carry out any services on their behalf accepts these Terms of Business in full. We reserve the right to charge for all admin related tasks including providing data, resending reports at later dates, photos and any other such requests.

We must be left alone to carry out our job in an un-bias and impartial manner at all times within properties. We cannot be followed around a property. This can clearly jeopardise or create issues within our work and distract us creating issues within our reporting including missing issues/damage/areas or problems etc. We cannot be held responsible for this in anyway. Quiet working conditions within properties are very important for us and our clerks.

On check outs all furnishings and any other items must be back in their original place as we will not be able to list them as present in less back in their place/room as stated in the original report. They can be listed as missing/not seen etc.

There will be bookings, beyond our control, when we are late. We reserve the right to change the times of bookings.

We can only offer a limited liability with our reporting accuracy when carpets are wet or damp or when a property is being cleaned or has any possessions or furnishings present that are not meant for the tenancy or the report.

We cannot be held accountable or liable in any way for any damage, theft, security or loss that we are told to have caused or have caused to a property or the furniture, fixtures, fittings and keys and locks.

Our clerks are unable to recommend any other services such as maintenance, cleaning and or painting due to remaining impartial and uninvolved in any way other than compiling our un-bias and third party reports.

**IF DARK WE CANNOT BE HELD RESPONSIBLE** for being unable to note conditions and contents or any outside areas etc. a further fee will be payable to return and complete the report.

We have limited liability when the Inventory was not one of ours/a landlord's one. We can only work as well as the report that has been provided to work off when carrying out a check out or check in.

As recommended by the AIIC it is highly advisable to book a new full inventory and check in for every new tenancy, as well as having a check out carried out at the end of each tenancy. This offers you and your clients full protection from any damage/dilapidation or missing fixtures and furnishing disputes. A fully detailed professionally compiled inventory should be produced before re-letting since old reports do not offer any protection for either landlord or tenant.

We accept no liability for any issues or differing opinions. We will fully investigate any issues put to us in writing. Wherever possible we will arrange a meeting at the property with the landlord and tenant both present to discuss any points of contention, within 7 days from the date of the report. Extra charges may be claimed for this. – Always confirm any discussions in writing.

We reserve the full rights to change our terms of business and or any prior or present agreements made with clients, without any notice or contact being given or made.

## **KEY HAND OVER TO TENANTS AND ID:**

We can and will endeavour to hand over keys at check ins wherever required to do so within a booking. This in no way makes us liable for the tenant or person that arrives at the property claiming to be or acting for the expected tenant. We can ask for ID but we are still in no way liable for this being correct, appropriate or genuine, or them even having ID on them. We are not official ID checkers and understand that this is in no way done in any official capacity. The nature of doing so within a property during an inventory move in/out is far from ideal and all onus falls on the instructing principle, landlord or agent with all such concerns. We highly recommend being present to confirm the tenants by ID and recognition from all or any dealings with them prior to their move in and if this is not at all possible, informing the tenant or anyone else for that matter they must be carrying ID and be able to prove who they are. If we are checking ID's on a tenant, where asked to do so and where they are carrying ID it would only tell our clerks the name matches the expected tenant meeting name; unless they have a representative attending on their behalf. ID and tenant checking remains out of our remit and the onus is on all other involved parties.

By entering our website or contacting us via any method, you are agreeing to our terms and conditions, in full, as above.