

Terms of Business

General

1.1 These terms and conditions of business are for the services provided by Ballard Property Inventories (hereinafter also known as BPI), an independent property inventory company and service supplier to the property lettings market to any instructing principal and/or client. The commissioning of BPI property inventory services by any instructing principal on behalf of their client, the client or the client's legal representative is deemed to be in agreement with these terms and conditions.

2.0 Provision of services

2.1 If the client appoints an instructing principle as their representative to commission BPI for any type of service, it is the responsibility of the instructing principle and not that BPI to make the client aware of these terms and conditions of business.

2.2 BPI do not accept or recognise a plea of ignorance by either the instructing principal or that of the client.

3.0 Fees

3.1 It is the responsibility of the instructing principle commissioning services to pay all fees for services rendered to or on behalf of the client in accordance with the scale of fees.

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

3.3 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.

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

3.5 Once a booking has been made and accepted if BPI 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.

3.6 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.

3.7 All reports generated by BPI remain the sole property of BPI until all fees are paid in full.

3.8 The completed inventory 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.

4.0 Disputes and Complaints

4.1 Any circumstances allegedly giving cause for complaint about the services or invoice for services provided by BPI 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.

4.2 BPI does not accept any responsibility for any error or omission of data within a report.

4.3 In the event of a dispute between clients and all fees have not been paid in full, any reports delivered by BPI, remain the sole property of BPI and therefore cannot be used in any way without written permission.

4.4 BPI reserves the right not to attend court for any dispute arising out of a dilapidation assessment between clients if a BPI representative did not attend the original check-in appointment or sign on behalf of the client.

4.5 BPI will, providing the original report for services was provided and signed by a BPI representative on behalf of the client; go to court to argue any dilapidation assessment on termination of the tenancy.

4.6 Whilst every care will be taken at the time of the appointment, BPI do not accept responsibility for any accidental damage to the property, its contents, fixtures and fitting howsoever caused by BPI whilst undertaking the inspection.

4.7 In the event of a dispute concerning the content of Inventory, check out or mid term inspection reports by any party, we will not enter into protracted and lengthy correspondence by email or telephone conversations. When it becomes clear that it is unlikely that all parties are unlikely to agree to a situation we reserve the right to withdraw from any further communication from any party and this decision will be agreed by the directors before advising the persons concerned and will be final.

5.0 Services

5.01 The reports prepared by BPI 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.

5.02 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 BPI should under no circumstances be used as a structural survey report.

5.03 A BPI representative will not undertake to move heavy, large, awkward and/or valuable items of furniture

5.04 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.

5.05 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.

5.06 Any plants, cleaning materials, food and drink goods and spare light bulbs are considered perishable items and will not be listed on a report. BPI will not undertake to list any number of miscellaneous items such as books, CD's and/or DVD's, crockery, cutlery, utensils, pots & pans and glasses etc. If the landlord or letting agent would like these 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 by BPI on check out but instead will be the responsibility of the landlord.

5.7 BPI 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.

5.08 Utility meter readings will be read and noted at check-in and checkout. It is the clients and/or instructing principle on behalf of the client responsibility to state the location of any such utility meters. If unaware of, unable to locate or has unreasonable access to meters, the meters will remain unread. BPI reserve the right to refuse to return to a property at a later stage on behalf of the client and/or instructing principle to read the utility meters.

5.09 The instructing principal and/or client are responsible for the security, heating, and plumbing and meter usage of the property both pre and post BPI service.

5.10 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 BPI. It has to be acknowledged that some alterations (any amount of damage, items removed or added) to the property may occur within this period.

5.11 BPI cannot accept responsibility for any lost or unaccounted for keys.

5.12 BPI has the right to amend any part of the service and/or pricing at their discretion in line with future market changes or updated legislation. In the event of any such changes, all existing customers will be notified either in writing or verbally of said changes before any additional services is booked.

5.13 Where BPI 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.

5.14 Where the inventory notes the presence of smoke alarms and carbon monoxide detectors, if tested by BPI, 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. BPI will take no responsibility for damage or mal-function during the testing of such alarms.

5.15 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.

5.16 Keys:

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.

6.0 Dilapidations

6.01 On termination of the tenancy the check-in and/or inventory make 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 a BPI representative, as to whether there is any liability on the tenant, or whether such deterioration could be assessed as fair wear and tear. 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. BPI acknowledges that the contractual terms listed in the tenancy agreement may overrule the opinion of the assessor.

6.02 BPI does not accept the responsibility of any dilapidations and/or remuneration for any such dilapidations noted or not noted on the report.

7.0 Regulations

7.01 All regulations published by the Department of Trade and Industry / Trading Standards / or any similar parties are the responsibility of the instructing principle and/or the client.

7.02 Where BPI reports note that a/certificate has been seen i.e. The Electrical Equipment Safety Regulations 1994, The Plugs and Sockets etc. Safety Regulations 1994, The Gas Safety Regulations 1994 etc., this should not be interpreted to mean any records can be authenticated by Smart Inventory Service Ltd. It is not a statement that an item can be considered to comply with the required regulations, merely a documented note that a certificate existed on the date the report was carried out.

7.03 Where the report notes 'fire label seen' this should not be interpreted to mean the item complies with the 'Furniture and Furnishings' (Fire, Safety & Amendments) 1993. It is a record that the item had a label as described or similar to that detailed, in the 'Guide to the Furniture and Furnishings' (Fire)(Safety) Regulations as published by Department of Trade and Industry, January 1997, (or subsequent edition), attached at the time this report was compiled. It is not a statement that the item can be considered to comply with the regulations.

8.0 Exclusions of Liability and Indemnity

8.1 In the event that the client and/or instructing principle give BPI 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 BPI with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions.

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

9.0 Law and Jurisdiction

9.1 This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England 9.2 Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England whose courts shall have exclusive jurisdiction.

10.0 Contract

10.1 No variation to these terms will be effective unless agreed in writing by an authorised signature of BPI.

11.0 Modifications of these Conditions of Use

11.01 BPI reserves the right to change the terms, conditions and notices at any time and such modifications shall be effective immediately upon posting of such changes. The client and/or instructing principal are therefore responsible for regularly reviewing these Terms and Conditions and additional terms or notices posted on BPI's website. The continued access of this website shall be deemed the client and/or instructing principle conclusive acceptance of the modified agreement.

12.0 Disclaimer of Warrant / Limitation of Liability

12.01 BPI's website and related information is provided by BPI on an 'as is' and 'as available' basis. BPI makes no express or implied warranties, representations or endorsements of any kind, or as to the operation of the website or the information, content, materials, or products included on the website. You expressly agree that your use of the website is at your sole risk.

12.02 To the full extent permissible by applicable law, BPI disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. BPI does not warrant that the website, its servers, or e-mail sent from BPI are free of viruses or other harmful components. BPI will not be liable for any damages of any kind arising from the use of the site, including, but not limited to direct, indirect, incidental, punitive and consequential damages. BPI uses reasonable efforts to include accurate and up-to-date information on the website. BPI assumes no liability or responsibility for any typographical or other errors or omissions in the content of the site. In the event that a product is listed at an incorrect price or with other incorrect information, BPI shall have the right to refuse or cancel any orders placed for the product listed incorrectly. If a product offered by BPI is not as described, your sole remedy is to return it to BPI for a refund. All postage required to return a product will be at the buyer's expense.

13 Refund Policy

13.01 A full refund will be given providing we are advised that the appointment is cancelled 24 hours in advance of the booking.

14.0 Check Out Report

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.

14.01 If professionally cleaned at the commencement of the tenancy, the property must be professionally cleaned (or of a similar standard) for the check out. Particular areas of note are: Sanitary ware, carpets and kitchen appliances/white goods/cupboards and work surfaces. Gardens must be left in accordance with the tenancy agreement otherwise charges may be added to the Check Out report. We will not test locks to garden gates, sheds, summerhouses or other outbuildings.

14.02 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 must 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. Charges will be made in the form of cleaning charges, compensation or a percentage of the replacement cost as appropriate.

14.03 Charges may be added to the Check Out Report if marking to walls and woodwork is found to be excessive and if crockery, china, glassware and utensils are found to be chipped cracked, burnt or soiled beyond what is considered Fair Wear & Tear. If the property is furnished all items will be checked for damage and charges may be incurred if damage is considered beyond Fair Wear & Tear. At the allotted time of Check Out all cleaning must be completed, personal items removed and keys handed over. Failure to comply will result in the clerk aborting the call and further charges being added to the Check Out Report.

15.0 Disclaimer

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, BPI will not be held responsible for any items missed, damaged or not seen after 7 days of the date of this report.

15.01 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

15.02 Where a charge is recommended in respect of depreciation, please use the following formula for calculating the allowance

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

15.03 Following receipt of the check out report should either the landlord or tenant challenge the content within the 5 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.

The Inventory Clerk acts as an independent and reasonable body and will avoid any unnecessary criticism or derogatory comments when compiling the inventory and check out report.