



R&R

Property Inventory Services

## Terms & Conditions of Business

The Terms and Conditions of Business for services that are provided in the form of an inventory report make (the Report), snagging lists, check-in appointment, interim inspections, check-out appointment and report make, inventory update reports, inventory update appointments and report make or any related services (Services) between R&R Property Inventory Services (on behalf of independent inventory clerks) as an independent company (the Company) and the client (the Client).

### Provision of Services

1 The Company shall provide the Services specified in the schedule hereto on payment of the fee specified therein

### Fees

2 The Client shall pay the fee for services listed on R&R Property Inventory Services price list, unless fees have been arranged with the Client.

2.1 The Client shall pay the fee within 15 days of invoice unless otherwise stated. Except where instruction is taking directly from a landlord or tenant where payment is required in full prior to any Services carried out.

2.2 Payment for Assignments becomes due upon receipt of an Invoice issued by the Company or the Clerk, which may accompany delivery of a documented Assignment. The Company or the Clerk, reserves the right to make a charge for any additional expenses incurred by the Company or the Clerk, as a result of Agent error (including incorrect keys supplied).

2.3 The Company reserves the right to apply statutory interest charges for late payments for any fees more than 14 days overdue from the date of invoice. Interest will be applied both prior to and subsequent to any Court Judgement.

2.4 In the event that Services cannot be delivered, whether or not due to circumstances beyond the Client's control, and 24 hours notice has not been given to the Company, an abortive fee will be charged. The abortive fee will be £40.

2.5 Properties that are furnished over and above the industry standard, of which 'industry standard' in this case is the reasonable opinion of the inventory clerk, will be charged an additional 20% on the current scale of fees.

2.6 The Company reserves the right to deviate from any Price List for any Property not of reasonable proportions, quoting custom prices at the time of booking, or agreed fee by negotiation either before or after completion of an Assignment.

2.7 All reports generated from Services delivered via any medium remain the sole property of the Company until all fees are paid in full.

2.8 By accepting these terms and conditions the Agent authorises the Company or the Clerk, to carry out approved credit checks as it sees fit. Upon approval of a credit account the Company or the Clerk, may write and advise the Agent of the credit limit available to them.

2.9 The Company or the Clerk, reserves the right to reduce credit limits or withdraw them totally in the future, in which case 7 days written notice will be given. In the event of a credit limit being completely withdrawn the Agent will be required to immediately pay any outstanding monies owed

to the Company or the Clerk. Should the Agent no longer require a credit account with the Company or Clerk, the Agent can cancel the agreement at any time by giving 7 days written notice and clearing all outstanding sums due to the Company or Clerk, by the end of the 7 day notice period?

3.0 New agents unable to supply credit references may be serviced on a cash-on-assignment basis only. This will be reviewed regularly and credit facilities may be offered in due course under our normal terms and conditions.

3.1 If payment is not made by the due date the Company or Clerk, reserves the right to:-

- charge interest at 3 % above base rate from the due date of the payment to the date payment is received.
- recoup reasonable administration costs incurred recovering late payments in accordance with Table A below.
- take legal action or appoint debt collection agents to obtain payments. In that event, all of the costs incurred to the Company or the Clerk, will be payable by the Agent on an indemnity basis.

Table A

Amount of debt outstanding Administration charge

Less than £1,000 = £25

Between £1,001 & £10,000 = £40

Exceeds £10,000 = £80

3.2 We do not store details of any credit or debit card information on our servers, files or otherwise.

## **Complaints**

4 Any circumstances allegedly giving cause for complaint about Services provided or an invoice, must be notified to the Company by the Client within 3 working days of the Services being completed or receipt of invoice and confirmed in writing no later than 7 working days after the cause of the alleged complaint arises.

## **Orders/Instructions/Conditions**

5. The Company can accept an instruction for an Assignment via e-mail, telephone, fax or post. Once an instruction is received, an Agreement is deemed to exist between the Company and the Agent under these Terms and Conditions. Confirmation of an Assignment made via e-mail will be confirmed by return e-mail. Any other instruction will be confirmed verbally via telephone. Confirmation will define the Assignment to which the Company and any assigned Clerk will work. Any errors contained within any confirmation not corrected by an Agent upon receipt will be at the liability of the Agent

## **Cancellations/Aborted/Waiting Time**

6. The Company reserves the right to make a full charge to the Agent for the cancellation of an Assignment within 24hours of the intended date and time.

6.1 A nominal fee of £40 may be levied should the Assignment be aborted, for whatever reason, including mis-instruction, after the Clerk has arrived at the Property. This nominal fee is subject to the assignment being rebooked with the Company. In the event the assignment is not rebooked with the Company the full fee for the assignment may be charged. A charge of £10 per half hour may be made for waiting time at the Property beyond the confirmed time for the Assignment due to late arrival of a Tenant or Agent, incorrect notified location of keys or documentation, or any delay in gaining access to the Property beyond the control of the Clerk or the Company, or where a property is unfit or unsafe for entry.

6.2 Duties carried out by either the Clerk or the Company outside the definition of the Assignment may be chargeable by separate negotiation. Assignments that are carried out outside of normal office hours, and confirmed by the Company, will attract a premium fee by separate negotiation.

The Company's normal office hours are: Monday - Friday 09.00 to 17.00 (Weekends and Public Holiday Assignments may be considered by separate negotiation).

## **Disputes**

7. The Company reserves the right not to attend court for any disputes arising out of a dilapidation assessment between the Client and a tenant if the inventory clerk did not attend a check-in appointment or sign on behalf of the Client. The Company will, providing the original inventory was provided by the Company, use reasonable endeavours to arrange for the inventory clerk to attend court to give evidence regarding the inventory. A fee will be chargeable.

7.1 In the event that all fees have not been paid in full any report may not be used without written permission of the Company.

## **Inventory Report (“the Report”)**

8. The Report delivered by the Company is intended as an independent and informative guide to the Client about the condition of any fixtures, fittings, furniture, contents and décor.

8.1 The Report only enables items to be visually identified. No attempt has been made to identify any item by its original manufacturer or the period in which it was produced. The inventory clerk preparing the Report and /or check-in report is not an expert on fabrics, woods, materials, antiques, etc., nor do they purport to be qualified surveyors.

8.2 Unless otherwise stated, it is accepted that a listed item is in good condition and free from any patent defects, soiling or malfunction, which may constitute a dilapidation assessment on termination of tenancy.

8.3 Any contents must be situated in their respective rooms as specified in the Report upon termination of the tenancy. Failure to do so can result in delay which may require a search and match fee. This fee will be additional to the agreed fee.

8.4 Inventory clerks will not undertake to move heavy and/or awkward items of furniture.

8.5 Inaccessible areas and loft spaces will not be searched or listed on the Report.

8.6 Any plants, cleaning materials, light bulbs are considered perishable items and will not be listed on the Report.

8.7 All measurements given are approximate.

8.8 All colours within the Report are a description of colour only and not that of any material.

8.9 The Report relates only to furniture, furnishings and all of the landlords' equipment and contents in the property. It is no guarantee of, or report on, the adequacy of, or safety of any such equipment or contents. It is a documented record that such items exist within the property, at the date of the inventory and the superficial condition of the same.

8.10 All electrical items are considered complete with plugs, bulbs, flexes etc, unless otherwise specified. When practical to do so, appliances will be tested for power only.

8.11 Meter readings will be read and noted at the check-in and check-out appointment only. It is the client's responsibility to inform the Company of the locations of any such meters. If the inventory clerk is unaware of, or unable to locate or has unreasonable access to meters, the meters will remain unread and the inventory clerk will not revisit the property, save on payment of an additional fee.

8.12 The Client is responsible for the security, heating, plumbing and meter usage of the property.

8.13 Smoke detectors will not be tested and it is the Client's responsibility to be aware of any relevant legislation.

8.14 Where possible photographs will be taken at an inventory make or check-in (unless otherwise requested in writing) and be made available in the event of a dispute at check-out for a fixed fee.

## **Dilapidations**

9. On termination of the tenancy the Report is rechecked, and any discrepancies and/or variations will be reported to the Client. The check-out report will indicate, in the opinion of the inventory clerk, whether there is any liability on the tenant, or whether any deterioration can be assessed as fair wear and tear. Fair wear and tear is assessed on the length of the tenancy and the type of occupancy and accepting that certain items receive higher usage. The Company acknowledges that the contractual terms listed in the tenancy agreement may overrule the opinion of the assessor.

## **Regulations**

10. Compliance with all regulations published by the Department of Trade and Industry / Trading Standards and/or similar bodies is the sole responsibility of the Client.

10.1 The Gas Safety (Installation and Use) Regulations 1994, amended by Statutory 1996, and The Regulations Re-enact 1998 - when the Report notes that the certificate has been seen, this does not mean any records have been authenticated by the Company. It is not a statement that the item can be considered to comply with the required regulations but merely a documented note that the certificate existed on the date of the inventory make.

10.2 The Electrical Equipment (Safety) Regulations 1994 and The Plugs & Sockets etc (Safety) Regulations 1994 - when the Report notes that the certificate has been seen, this does not mean any records have been authenticated by the Company. It is not a statement that the item can be considered to comply with the required regulations but merely a documented note that the certificate existed on the date of the inventory make.

10.3 Where the Report notes 'FFR label seen', this does not mean that the item complies with the Furniture & Furnishings (Fire) (Safety) (Amendments) 1993. It is a record that the item had a label as described or similar to that detailed in guides published by a regulatory or similar organisation at the time of the inventory make.

## **Safety & Security**

11. It is understood by the Company or Clerk that the Property relating to any Assignment is in sound and safe condition, posing no risk whatsoever to the health or safety of any assigned Clerk. Landlords/Agents must ensure that properties booked for inventories are not occupied by tenants or landlords and or their possessions unless the possessions are to be included within the report. Clerks have the right to abort the visit should they discover that a property is either occupied or full of items that are not to be included within the inventory.

## **Keys**

12. The Company does not accept responsibility for any lost or unaccounted keys.

## **Exclusions of Liability and Indemnity**

13. In the event that the Client gives the Company instructions which are followed in good faith but which are unlawful or result in an unlawful act or otherwise give rise to any kind of claim the Client will indemnify the Company against all penalties, damages, costs and legal expenses whatsoever which it may occur as the result of following the instructions.

## **Law and Jurisdiction**

14 This Contract shall be governed by English Law.

## Contract

15 No variation to these terms will be effective unless agreed in writing by an authorised signature of the Company.

## Insurance

16. The Company and all Clerks carry appropriate Public Liability & Professional Indemnity insurance

## Liability

17. According to the company's Public Liability & Professional Indemnity Insurance details as well as the inspection Disclaimer

## Delivery/Intellectual Property

18. The Company or Clerk will endeavour to deliver to the issuing Agent by agreed means Assignment documentation within 3 working days of the agreed Assignment date or time. All Assignments commissioned from the Company or Clerk, and delivered by electronic means remain the intellectual property of the Company. Required hard copies may be printed, copied, or retained, but may not be electronically copied, altered, or retained without the express permission of the Company. The Agent is responsible for checking the assignment on delivery. Any dispute over content or description must be registered with the Company or Clerk, within 7 working days.

## Confidentiality

19. Each party must treat all information received from the other marked 'Confidential' or reasonably obvious to be 'Confidential' as it would treat its own confidential information.

## Force Majeure

20. The Company or Clerk is not liable for delays in performance (including delivery of documentation), caused by circumstances beyond its reasonable control.

## Inventory Abbreviation Codes Used

<b>AG</b>	Agent	<b>GO</b>	Good Order	<b>RD</b>	Redecoration Required
<b>PA</b>	Photograph Attached	<b>RP</b>	Repair Required	<b>GUS</b>	General Usage Marks (No Serious Damage)
<b>CCR</b>	Photograph Attached	<b>LL</b>	Landlord	<b>RPL</b>	Replace
<b>FF</b>	First Floor	<b>SC</b>	Satisfactory Condition	<b>REQ INSP</b>	Requires Inspection (Professional)
<b>GCO</b>	Good Clean Order	<b>NT</b>	Not Tested	<b>MCA</b>	Marks Consistent with Age
<b>GF</b>	Ground Floor	<b>PCR</b>	Part Clean Required	<b>SD</b>	Surface Damage
<b>PRR</b>	Part Redecoration Required	<b>SF</b>	Second Floor	<b>TT</b>	Tenant

## Definitions

**Property:** A rented dwelling as defined by an Assured Shorthold Tenancy Agreement.

**Company:** R&R Property Inventory Services and or their approved sub-contractors.

**Agent:** A Letting Agent, Landlord, or instructing representative issuing an Assignment

**Tenant:** A person or their representative renting a Property from an Agent

**Assignment:** Any instruction to complete an inspection and its corresponding report as received by the Company from the Agent as defined below

**Inventory:** An Assignment defining the general condition of a Property and its contents prior to a Tenant occupying the Property

**Check-in:** An Inventory's verification by a Tenant and an Agent, Company or Clerk prior to the occupation of the Property

**Check-out:** An Assignment - with or without the Tenant or Agent - defining differences between that indicated by the Inventory and that seen within the Property at the end of a tenancy

**Interim:** An Assignment defining the general condition of a Property and its contents midway of a tenancy period

**Clerk:** A person or persons representing the Company completing an Assignment

**Disclaimer:** A document containing useful information for Agents and Tenants as included with an assignment or as published on the Company's web site

**Price List:** A published relevant fee structure available on request to the Agent from the Company for an Assignment

**By signing below, you are agreeing to these T&C's of Business & Privacy Policy**

**Business Name :-** .....

**Print Name :-** .....

**Signature :-** .....

**Date :-** .....