



# Terms & Conditions

## Definitions

"The Instructing Principal" refers to the individual or business that has hired Inventory Solution to perform the services. The instructing principal may be an estate agent, letting agent, property management company, or any other party instructed by the client to arrange for the provision of a service by our independent inventory company.

The term "the Client" refers to the parties to the Tenancy Agreement – landlord, tenant, property owner, or their representatives.

"The Services" include the taking of an inventory of the contents and condition of a property rented to tenants, as well as any other services specified in addition to or in lieu of them.

"The Report" refers to a written document summarising the outcome of the Services' provision. This could be an Inventory report, a Check-in report, a Check-out report, or a Mid-term Inspection report.

The term "the Clerk" refers to the individual assigned by Inventory Solution to perform the Services.

## 1. General

These are the Business Terms and Conditions applicable to services provided by Inventory Solution as an independent inventory company to an Instructing Principal and/or a Client. Acceptance and agreement to these terms and conditions shall be deemed to occur upon an Instructing Principal commissioning Services on behalf of their Client or the Client's legal representative.

1.1 Neither Inventory Solution nor its affiliates collect or store any personally identifiable information or data.

## 2. Confidentiality

The Client agrees to use the information contained in our Reports solely for internal business purposes and to:

2.1. Strictly maintain the confidentiality of the information.

2.2. Refrain from publishing the entire or any portion of the information.

2.3. Do not divulge or disclose any portion of the information to a third party for any purpose other than property rental.

2.4. Restrict access to information to those of its employees who require knowledge of or use of the information, and ensure that such officers or employees comply with the provisions above.

### **3. Limitation of Liability**

The Client will indemnify its employees and other agents against any third-party claim or action made against them in respect of any losses, damages, costs, or other expenses incurred in connection with the services (including, without limitation, any payment by Inventory Solution on legal advice to settle any such claim or action) that is either due to the Client (by act or omission) rendering the information in the Reports inaccurate or arises otherwise in connection with this agreement but (in connection only to the Client's use of the Services) save to the extent that Inventory Solution is in default.

### **4. Provision of Services**

If the Client appoints an Instructing Principal to act as their agent for services rendered by Inventory Solution, it is the Instructing Principal's responsibility, not Inventory Solution's, to ensure that the Client is aware of our Terms & Conditions.

4.1. Neither the Instructing Principal nor the Client may plead ignorance.

4.2. The Services are non-transferable and the pricing options are only applicable in their entirety.

4.3. Once Inventory Solution accepts an instruction, an agreement between Inventory Solution and the Instructing Principal is deemed to exist, and any errors or omissions contained in any confirmation that is not corrected by the Instructing Principal upon receipt are held to be the Instructing Principal's sole liability.

4.4. Until all fees are paid in full, all Reports generated from Services delivered via any medium remain the sole property of Inventory Solution.

### **5. Fees**

5.1. Acceptance of services is deemed to be acceptance of the fees due as advertised on the Inventory Solution website, which may be amended without notice from time to time.

5.2. The Instructing Principal is responsible for paying all fees that become due as a result of Inventory Solution's Services by the due date specified on the presented invoice.

5.3. If the Client is not represented by an Instructing Principal, the Client agrees to pay all applicable fees in advance of the Services' date and time.

5.4. Inventory Solution reserves the right to charge interest at the rate of 3% net added monthly on any fees that are more than 30 calendar days past due from the date of invoice under the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be charged both before and after any court judgement.

### **6. Cancellation of Services, no-show of the Client, late arrivals**

#### **6.1. Cancellation**

Cancellation notices must be served electronically (via email) on Inventory Solution not less than 24 hours (twenty-four hours) before the scheduled service appointment time.

Inventory Solution reserves the right to charge the Client the full fee for the Services value if a job is cancelled on the day of the visit for any reason (including misinstruction).

For late cancellations, a fee of 50% (fifty per cent) of the gross invoice amount is applied, with a minimum fee of £50.

#### 6.2. No-show

If the Client or the Instructing Principle fails to attend an appointment at the pre-agreed time for Inventory Solution to perform services as requested, a period of 15 minutes clemency only will be permitted by Inventory Solution, whereby the Services will be completed and forwarded to the Client or Instructing principle to sign; assuming further that the Client and or the Instructing Principle fail to attend before completion of services.

#### 6.3. Late arrivals

Inventory Solution reserves the right to charge £35.00 per half hour (30 minutes) for time spent waiting at the property beyond the confirmed time for the assignment due to late arrival of a Tenant or Agent, incorrect notification of the location of keys or documentation, or any other delay in gaining access to the property that is beyond the Clerk's control.

6.4. Any discrepancies in the initial instruction provided by the Client or the Instructing Principle to Inventory Solution that result in the Services being performed again will be treated as a separate request for Services and will be invoiced at full cost.

### **7. Safety & Security**

By booking the Services, the Instructing Principle certifies that the property on which the Services will be performed is in a good and safe condition and adheres to the health and safety executive's risk assessment policy. The Instructing Principle is responsible for ensuring that the properties booked for the Services are free of Tenant and/or Landlord possessions unless such possessions are deemed to be included in the report. If the property is occupied or contains items that are not to be included in the Report, the Clerk has the right to terminate the Services.

Where the property is unfit or unsafe for entry, an abortive fee of 50% (fifty per cent) of the gross invoice is applied, with a minimum fee of £50.

### **8. Property sizes**

Property sizes and fees advertised on the Inventory Solution website are based on the following:

1-bed property – 1 hallway, 1 bedroom, 1 reception, 1 bathroom, 1 kitchen and 1 storage/boiler room

2-bed property – 1 hallway, 2 bedrooms, 1 reception, up to 2 bathrooms, 1 kitchen and 1 storage/boiler room

3-bed property – 1 hallway, 3 bedrooms, 1 reception, up to 2 bathrooms, 1 kitchen and 1 storage/boiler room

4-bed property – 1 hallway, 4 bedrooms, 1 reception, up to 2 bathrooms, 1 kitchen and 1 storage/boiler room

Larger properties are based on individual pricing. Inventory Solution reserve the right to add £10 to the price of the Report for each additional room.

Properties that are furnished over and above the industry standard, of which 'industry standard' is the opinion of Inventory Solution, will be charged an additional 30% on the current scale of fees with a minimum additional fee of £50.

## **9. Hours of Business**

Inventory Solution business hours are:

Monday to Saturday – 9 am – 6 pm

Assignments required outside Inventory Solution business hours may attract an additional charge on the current scale of fees.

Weekends and Public Holiday assignments will be considered on merit by negotiation.

## **10. Distance**

For jobs outside of a 10-mile radius of your local office, we reserve the right to charge 0.50p per mile against the job.

## **11. Unforeseen Circumstances**

11.1. Inventory Solution shall not be liable for any delay in, or failure of, the performance of obligations under these Terms and Conditions arising from any cause beyond "our" reasonable control including any of the following: the act of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, storm, civil disturbances, terrorism, governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control.

11.2. In the event that the obligations of either party are suspended (as aforesaid) because of force majeure for a period over 30 days then either party to this agreement may on giving written notice to the other to terminate this agreement.

## **12. Disputes**

12.1. If the Instructing Principal fails to attend a check-in appointment or sign on behalf of the Client, Inventory Solution reserves the right not to appear in court in connection with any disputes arising from changes to the property assessment between the Clients. Inventory Solution is unable to independently verify any time lapse between the Inventory report's completion and the Check-in

date. It must be acknowledged that during this period, some alterations (any amount of damage, items removed or added) to the property may occur.

12.2. If Inventory Solution signed the original Inventory report for the Services on behalf of the Client, Inventory Solution may be willing to appear in court to contest damage and deductions assessments upon tenancy termination. Inventory Solution expressly reserves the right to charge for this representation.

12.3. In the event of a disagreement between Clients regarding the payment of fees to Inventory Solution for Services performed as requested by the Instructing Principle, any documented Reports remain the property of Inventory Solution and cannot be used legally in a Court of Law without Inventory Solution's written consent.

### **13. Complaints**

Any circumstances giving rise to a complaint about the Services provided or an invoice must be communicated by the Client or the Instructing Principal on the Client's behalf within 3 (three) working days of the Services being completed or receipt of Reports or an invoice. No later than 7 (seven) working days after the alleged complaint arises, the same must be confirmed in writing. Inventory Solution will investigate the complaint and take appropriate action at its sole discretion.

### **14. Services**

Inventory Solution's Reports are intended to serve as an independent and informative guide to the Client regarding the condition of any decorations, fixtures, fittings, furniture, and contents of a property being offered for rental by the Landlord or The Instructing Principle. The Reports allow for only visual identification of items. There has been no attempt made to identify any item by its original manufacturer, material, or period of manufacture.

The Clerk who prepares the Report is not an expert on fabrics, woods, materials, antiques, or anything else, nor is he or she a qualified surveyor. The Inventory report is not intended to be used in place of a structural survey.

Inventory Solution disclaims all liability for any error or omission of data contained within a Report. Unless otherwise specified, all items in the Inventory are assumed to be in good, clean, and undamaged condition.

The Report relates only to furniture, furnishings and items of the Landlord's 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 merely a documented record that such items exist within the property, at the date of the Inventory make and the superficial condition of the same.

The compliance with Fire & Safety Regulations regarding Furnishings, Gas, Electrical and similar services and any other relevant current UK regulations are ultimately the responsibility of the Instructing Principal, the owner and/or the managing agent not Inventory Solution.

Electrical, gas and other appliances and items will not be tested and Inventory Solution cannot be held responsible for any faults, etc. The report does not provide a guarantee of or safety of any appliances or items. All electrical items are considered complete with plugs, bulbs, flexes etc unless otherwise specified. Inventory Solution will check for bulbs not working only.

During the inspection of the property, the Clerk will not move items of furniture or similar and the Report will be based upon the visible condition of the decorations, fixtures, fittings and household effect.

Inaccessible areas and loft spaces will not be inspected or listed on the Report. Lofts, basements, cellars are the sole responsibility of the Landlord and their contents will not be inspected and listed in the Inventory. Nor will the Clerk undertake to search through overcrowded drawers or cupboards to locate items.

Plants, cleaning materials, toilet paper, vacuum cleaner bags, spare light bulbs, magazines etc are considered perishable items and will not be listed on the Report.

All measurements given are approximate. All colours within the Report are to mean description of colour only and not that of any metals.

Floor coverings, rugs and carpets will be inspected to the extent that they are sufficiently clean and any staining, soiling and defects noted.

Bed linen, towels and similar items will be inspected to check that they have been freshly laundered, pressed and then counted.

Heavily soiled items will be checked at the discretion of the Clerk.

Mattresses will be inspected where accessible and will not be examined if the bed is made up. For the inspection, The Clerk will not move mattresses, bed bases heavy items of furniture or similar.

Inventory Solution reserves the right not to handle nor move valuable ornaments. The Report will be based upon the visible condition of the fixtures.

Inventory Solution will not include in the Inventory, numbers and titles of books, plants, consumables, and items that are packed for storage or miscellaneous items other than garden equipment.

Windows are only checked to ensure that they are clean with no visible broken glass. It is the responsibility of the Tenant to report any non-opening windows to the Landlord/the Agent.

Intruder alarms and smoke detectors will be listed but won't be tested.

Upon termination of the tenancy any furniture and all small items must be returned to the same place and in the same room as described on the Report. Inventory Solution reserves the right to apply an additional charge when unnecessary time is incurred because the Clerk is unable to locate any items that have been moved during the tenancy and have not been put back in their original position.

At the termination of the tenancy, receipts may be required for items that have to be professionally cleaned.

## **15. Keys**

Inventory Solution cannot accept responsibility for any lost or unaccounted keys.

## **16. Utility Meters and Meter Readings**

16.1. The Instructing Principal and/or Client are responsible for the security and meter usage pre and post Service.

16.2. Meter readings will be read and noted at the Check-in and the Check-out appointments only. It is the Instructing Principal's responsibility to state the locations of any such meters and to provide access to be read.

16.3. If unaware of, unable to locate or has unreasonable access to meters, the meters will remain unread. Inventory Solution will not revisit the property at a later stage on behalf of the Client or Instructing Principal to read a meter.

## **17. Delivery of the Reports**

Inventory Solution will endeavour to deliver to the Instructing Principal the assignment Reports by electronic means within 2 working days of the performed Services date and time.

All Services performed by Inventory Solution, delivered by electronic means remain the intellectual property of Inventory Solution.

Required hard copy documents may be printed, copied, or retained, but may not be electronically copied, altered, or retained without the written permission of Inventory Solution.

The Instructing Principal and/or the Client are responsible for checking the Reports on delivery by electronic means. Any dispute over content or description must be registered with Inventory Solution within 7 (seven) working days of the receipt of the reports by e-mail.

## **18. Modifications of the Services and the Prices**

Inventory Solution reserves the right, in its sole discretion, to modify any aspect of the Services and/or pricing in response to future market changes or fluctuations, including any legislation modifications deemed necessary by Inventory Solution.

Modifications to the foregoing will be effective upon notification to existing customers in writing electronically or otherwise within ten (ten) working days of any amendments by Inventory Solution and will apply to ongoing services booked by the Instructing Principle.

## **19. Dilapidations**

The Report is rechecked at the end of the tenancy and any changes and/or variations are communicated to the Instructing Principal or the Client. The Check-out Report will indicate, in the Clerk's opinion, whether the Tenant is liable for the deterioration or whether it can be classified as Fair Wear and Tear. Fair Wear and Tear is calculated based on the duration of the tenancy and the type of occupancy, considering that certain items receive more use than others.

Inventory Solution recognises that the terms of the tenancy agreement may supersede the assessor's opinion.

## **20. Regulations**

All regulations published by the Department of Trade and Industry Trading Standards and/or similar bodies are the ultimate responsibility of the Instructing Principal or the Landlord.

20.1. In matters concerning the Gas Safety (Installation and Use) Regulations 1994, amended by statutory 1996 and the Regulations re-enact 1998, the Report may note that a certificate has been seen, This does not constitute or provide meaning through interpretation or otherwise, that the records can be authenticated by the Clerk. It is not a statement that items affected by the regulation are considered to comply with the current regulations. It is merely a documented note by the Clerk that a certificate existed on the date of the Service.

20.2. In matters concerning the Electrical Equipment Safety Regulations 1994 and the Plugs and Sockets Safety Regulations 1994 if the Clerk notes that a certificate has been seen, this does not constitute or provide meaning through interpretation or otherwise, that the records can be authenticated by the Clerk. It is not a statement that items affected by the regulation are considered to comply with the current regulations. It is merely a documented note by the Clerk that a certificate existed on the date of the Service.

20.3. Where the Report states "F.F.R. label seen" this should not be interpreted to 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 the Guide published by the



Department of Trade & Industry, March 1996 (or subsequent date), attached at the time the Service. It is not a statement that the item can be considered to comply with the Regulations.

## **21. Insurance**

Inventory Solution and the Clerks assigned carry appropriate Public Liability and Professional Indemnity insurance. Details are available on request.

## **22. Exclusions of Liability and Indemnity**

If the Instructing Principal and/or the Client provide Inventory Solution with instructions that are followed in good faith but turn out to be unlawful, result in an unlawful act, or otherwise give rise to a claim, the Instructing Principal and/or the Client will indemnify Inventory Solution for all penalties, damages, costs, and legal expenses incurred as a result of following the instructions.

## **23. Law and Jurisdiction**

These Terms and Conditions of business shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. 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.

## **24. Modifications of these Terms and Conditions**

Inventory Solution reserves the right to modify these terms, conditions, and notices at any time, and such modifications shall take effect immediately upon posting of the modified terms, conditions, and notices. As a result, the Instructing Principal and/or Clients are responsible for regularly reviewing these Terms and Conditions, as well as any additional terms or notices, posted on the Inventory Solution website. The Instructing Principal's and/or Clients' continued use of the Inventory Solution website shall constitute conclusive acceptance of the modified agreement.

## **25. Disclaimer of Warranty and Limitation of Liability**

Inventory Solution provides this website and related information "as is" and "as available." Inventory Solution makes no representations or warranties, expressed or implied, as to the operation of this website or the information, content, material, or products included on this website. Inventory Solution makes no representations or warranties that this website, its servers, or email sent by Inventory Solution are virus- or malware-free. You expressly agree that you are solely responsible for your use of the website.

To the maximum extent permitted by applicable law, Inventory Solution disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Inventory Solution disclaims all liability for claims arising out of the use of this website, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Inventory Solution makes reasonable efforts to ensure that the information on this website is accurate and up to date. Inventory Solution disclaims all liability and responsibility for typographical or other errors or omissions in the website's content. If a product is listed at an incorrect price or

with other inaccuracies, Inventory Solution reserves the right to refuse or cancel any orders placed for that product.

## **26. Waiver and Remedies**

The failure to exercise or delay exercising any right or remedy provided by these Terms and Conditions does not constitute a waiver of the right of remedy or waiver of other rights of remedies. A waiver of a breach of any of the terms of these Terms and Conditions does not constitute a waiver of any other breach and shall not affect other terms of these Terms and Conditions. A waiver of a breach of any of these Terms and Conditions will not prevent a party from subsequently requiring compliance with the waived obligation.

## **27. Entire Agreement**

These Terms and Conditions constitute the entire understanding relating to the use of the Services and supersede all other statements, representations, or warranties made by Inventory Solution (whether written, made by email, or oral). Nothing in these Terms and Conditions shall limit either party's liability for any fraudulent misrepresentation, warranty, or condition. Any rights not expressly granted in these Terms and Conditions are reserved by us.