

Terms & Conditions for *Xxxxxxxxxxxxxx*

DEFINITIONS

The client

Means the person or company that has contracted Inventory Guardian to carry out the *services*

Inventory Guardian

Means Inventory Guardian Ltd

The services

Means the taking of inventory of the contents and condition of a property let to tenants and other associated services

Report

Means a written document detailing the outcome of the provision of *the services*

Clerk

Means the person approved and assigned by *Inventory Guardian* to carry out *the services*

Information

Means the contents of the *report*

CONFIDENTIALITY

The client undertakes only to use the *information* provided in our *reports* solely for the internal purpose of its own business. *The client* might save our *reports* as required, and will:

- ✓ Keep the *information* strictly confidential
- ✓ Not publish all or any part of the *information*
- ✓ Not divulge or disclose all or any part of the *information* to any third party other than for the sole purpose of property rental
- ✓ 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 provisions above

LIMITATION OF LIABILITY

The client will indemnify and keep fully indemnified its officers employees or other agents against any third party claim or action made or instituted against any of them in respect of any losses, damages cost or other expenses in connection therewith (including without limitation any payment by *Inventory Guardian* on legal advice to settle any such claim or action) which is either due to *the client* (by act or omission) rendering the *information* inaccurate or incomplete 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 Guardian* is in default.

SERVICE DELIVERY

- ✓ *Inventory Guardian* will deliver the *Report* electronically in PDF format via email
- ✓ A professionally bound printed copy can be supplied at £15 per copy
- ✓ In the event that all fees have not been paid in full, any report may not be used without written permission of *Inventory Guardian*

PAYMENT OF CHARGES/FEEES

- ✓ *The services* requested by *the client* will be charged to *the client* at *Inventory Guardian's* standard rates from time to time in force
- ✓ *Inventory Guardian* will raise *client* invoices within one week of providing *the service*. *The client* will make payment of such charges within thirty days of the date of receipt of *Inventory Guardian's* invoice
- ✓ In the event that *the services* cannot be delivered, whether or not due to circumstances beyond *the client's* control, and 24 hours notice has not been given to *Inventory Guardian*, an abortive fee will be charged equivalent to 35% of the invoice total or £50, whichever is greater
- ✓ A charge of £35 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 *Inventory Guardian*
- ✓ All reports generated from *the services*, delivered via any medium, remain the sole property of *Inventory Guardian* until all fees are paid in full

PROPERTY SIZES

Property sizes and pricing are based on the following:

- ✓ 1 bed property – 1 bedroom, 1 reception, 1 bathroom, 1 kitchen
- ✓ 2 bed property – 2 bedrooms, 1 reception, up to 2 bathrooms, 1 kitchen
- ✓ 3 bed property – 3 bedrooms, 2 receptions, up to 2 bathrooms, 1 kitchen, garden/garage
- ✓ 4 bed property – 4 bedrooms, 2 receptions, up to 3 bathrooms, 1 kitchen and utility, garden/garage
- ✓ 5 bed property – 5 bedrooms, 2 receptions, up to 3 bathrooms, 1 kitchen and utility, garden/garage
- ✓ Larger properties are based on individual pricing

Inventory Guardian reserve the right to charge additional rates per room for properties different from above, prices upon application

FURNITURE

Where a property is deemed by *the client* to be partly furnished, *Inventory Guardian* reserves the right to charge additional rates, up to, but not in excess of the equivalent fully furnished rate.

REPORTING EXCLUSIONS

Unless otherwise agreed between *Inventory Guardian* and *the client*, *clerks* will not report on the following areas:

- ✓ Roof/loft spaces
- ✓ Inaccessible areas
- ✓ *Clerks* will not undertake to move heavy or awkward items of furniture

STATUTORY COMPLIANCE

Both parties hereto undertake to each other that in respect of their obligations under this agreement they will at all times comply fully with all relevant statutory enactments and the Data Protection Act 1988 (and the data protection principles there under) (and all re-enactments thereof and amendments thereto) or regulations or requirement made by governmental authority or equivalent body of competent jurisdiction.

INSTRUCTION CONDITIONS

Inventory Guardian can accept an instruction from *the client* for a *report* via e-mail or telephone. Once an instruction is received, an agreement is deemed to exist between *Inventory Guardian* and *the client* under these Terms and Conditions. Any instruction can be confirmed by email or verbally via telephone. Confirmation will define the assignment to which any assigned *Clerk* will work. Any errors contained within any confirmation will be at the liability of *the client*.

CANCELLATIONS/ OR NO SHOW

We require at least 24 hours notice to cancel or postpone a planned visit. Failure to do so will result in a charge equivalent to 35% of the invoice total or £50, whichever is greater.

DISPUTES

- ✓ *Inventory Guardian* reserves the right not to attend court for any disputes arising out of a dilapidation assessment between *the client* and a tenant if the *clerk* did not attend an associated check-in appointment or sign on behalf of *the client*. *Inventory Guardian* will, providing the original inventory was authored by *Inventory Guardian's clerk*, use reasonable endeavours to arrange for the *clerk* to attend court to give evidence regarding the inventory. A fee will be chargeable
- ✓ In the event that all fees have not been paid in full, any report may not be used without written permission of *Inventory Guardian*

FORCE MAJEURE

- ✓ In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this agreement it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuation of the same it being agreed that each party shall use all reasonable endeavors to remove or avoid such force majeure with all reasonable dispatch
- ✓ The term "force majeure" as used herein shall mean acts of god, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fire, storm, civil disturbances, terrorism, governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension all of which by the exercise of due diligence such party is unable to prevent
- ✓ In the event that the obligations of either party are suspended (as aforesaid) by reason of force majeure for a period in excess of 30 days then either party to this agreement may on giving written notice to the other terminate this agreement

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LAW

The laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit unless otherwise agreed in writing between both parties hereto shall govern this agreement

Declaration

I/we have read and agree to abide by these Terms & Conditions

Signed
(XXXXXXXXXX, *client*)

Name

Date

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Signed
(*Inventory Guardian*)

Name

Date

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