



Terms and conditions.

Introduction.

The terms and conditions documented here are for all services provided by Inventory On The House Ltd (from hereon known as IOTH) to any prospective client (private individual, corporation, representative of the client). By instructing us the prospective client is deemed to be in agreement with all the terms and conditions set out below without exception. If you do not agree to our terms and condition please do not use our website.

Privacy policies

Your privacy is important to us and applies to all services offered by IOTH. At the time you instruct us we will collect certain data about you, about your potential tenant, your agent or any witnesses. We may use or share such information with relevant third parties to ensure that your job is carried out smoothly. Further more you accept that you consent to this privacy policy, our cookies policy and our website terms of use.

We are registered with the ICO (Information Commissioners Office) and our data protection registration number is: ZA242377

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

The “Instructing Principle” means the person who has instructed IOTH to carry out an Inventory, Check-in /Check-out, Update 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 IOTH

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 prime focus of the inventory will be on Content, Condition and Cleanliness. 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 IOTH 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.

IOTH and its clerks will attempt to note all or any present odours; there 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 test all appliances as soon as possible and report any faults to the Instructing Principle.

Smoke alarms/detectors, carbon monoxide alarms/detectors and security alarms will be tested (for audible sound) by IOTH only if they are within in reach. If we are unable to test them we will provide a reason why.

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 not IOTH 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. 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 IOTH takes on no responsibility for any items marked or unmarked. FFR label will only be documented if within easy reach/view and does not require moving heavy objects.

The Inventory, check-in, check-out or update 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. Cellars will not be inspected.

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. If bedding is made with mattress covers, duvet and pillows and throws, these will listed as seen.

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. If a detailed count of the crockery and cutlery is needed this must be requested prior to starting the job and for which an additional charge will be quoted.

We cannot in anyway 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; When we have not been provided with full meter locations and full access we may not be able to take the readings; However if this information is provided to us at a later time we can append this to the report.

It is strongly advised that the accuracy of the 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 Inventory On The House within 7 days of an inspection.

We reserve the right to add additional costs if properties are excessively large or rooms are excessively overstocked with furniture or crockery/ utensils etc.

Extra rooms within a property, i.e. 2nd receptions/en-suite bathroom/toilet/garage/garden will be charged at £15.00 per room. Furthermore if upon arrival of the clerk the property spec differs from the original agreed upon, we reserve the right to charge an extra £15 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.

All our reports are provided in electronic PDF format. If hard copies of Inventories/Check Ins/Interim Inspections/Check Outs are requested they will be charged at £35 per copy plus postage and packing. This includes previous reports where requested for Check Ins or Check Outs.

## **Pricing**

All prices will be agreed for each job between IOTH and the instructing principle prior to commencing the job and confirmed via email. All IOTH reports include digital images and capture of electronic signatures and keys. There may be times when signatures will be captured manually.

## **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.

## **Insurance**

We carry full Public Liability and Professional Indemnity Insurance.

## **Payment**

Agents – We require full payment at time of booking as per our agreed terms which is subject to change as our relationship builds.

Late payment will be charged at 4% per day until payment is received in full. We reserve all rights to charge this even after late payment is received at all future dates.

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.

Landlords – We require full payment prior to the booking, unless otherwise agreed. Payment may be taken prior to the booking date via debit or credit card or bank transfer for which our full bank details will be provided.

Out of hours bookings before 9:00am and after 6:00pm are subject to a surcharge of £40.00. Any instructions requested for Bank Holidays/Sundays can be subject to a Bank Holiday/Sunday surcharge of £25.00.

### **Key pick up and drop of keys**

We can pick up and drop off keys with our services. If this is any further then 2 miles (round trip) from the premises concerned it is £10.00 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 £25.00.

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**

Inventory On The House will aim to deliver electronic copies of the completed reports within 48 hours Monday to Friday.

All reports remain the property of IOTH and may not be electronically copied, altered, or retained without express permission from IOTH.

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.

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 unless 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 cannot be held accountable or liable in anyway 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.

If there is lack of light in the premises 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 original inventory was not one of ours/a landlords 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.

AIIC (Association of Independent Inventory Clerks) advise 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 expect a professional/domestic clean has been undertaken on the property prior to our clerk starting the inventory. In the event our clerk has to 'work around' the cleaning staff whilst the clean is being carried out, we cannot guaranteed the quality / accuracy of the report.

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.

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

As the instructing principle you agree to us contacting your tenants to make arrangements for inventory check in and check out times.

### **Key handover and tenant ID.**

For all checkins carried out we will hand over keys to the tenant/witness after confirming their ID and than capturing their electronic signatures. Where it is not possible to capture signatures electronically we will capture the signatures manually and provide evidence of that.

We can ask for ID but we will not be held liable if this is invalid or forged as our clerks are not trained security staff

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

### **Laws and Jurisdiction**

This notice is governed by and construed in accordance with English law and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

### **Restricted access**

Our website is restricted in some areas and we reserve the right to do this. Where applicable a user name and password will be provided for you to access the restricted areas. Please ensure you keep your login details confidential. Further more you accept full responsibility for any activity that may occur under your login ID.

### **Usage of our website**

You are authorised to download the material from our website provided it is not republished elsewhere on another website. We prohibit the reproduction, duplication, copying, selling, reselling and any form of exploitation from our website which result in profitable gain.