

# TERMS & CONDITIONS OF BUSINESS

## 1. INTRODUCTION

1.1 We are 100% dedicated to delivering an exceptional service to all Our clients. Everything We do is focused on absolute satisfaction. So that We can be clear on what We should expect from each other, We are setting down a few things in writing. Whilst it's something We don't imagine will happen, We have set out what should happen if things don't quite go to plan on either side. These are Our terms and conditions of business.

## 2. DEFINITIONS

2.1 We want to make things as straightforward as possible, so throughout this agreement We'll use the following terms:

'Booking Confirmation'	The confirmation that You will receive, setting out the Services that We will provide to You.
'We' or 'Us' or 'Our'	This means the entity named on the Booking Confirmation.
'You' or 'Your'	This is the person or company that has instructed Us to undertake the Services.
The 'Client Contact'	This is the person nominated by You who is responsible for all decision making, sign-offs and provision of instructions.
'Services'	These are the Services We will be providing to You as set out in the Booking Confirmation. These may include Inventory; check-in; check-out; mid-term inspection and / or commercial Inventory.
'Inventory Clerk' or 'Clerk'	The person undertaking onsite Property inspections and preparing reports on Our behalf in line with the Services ordered.
'Property'	The Property at which the Services are carried out.
'Landlord'	The Property owner or their representative.
'Agent'	The letting Agent responsible for managing the Property.
'Tenant'	Any person or entity occupying the Property.
'Your Content'	Any information that You provide to Us or which We gather during the course of providing Services to You.

2.2 We hope You'll also find the following glossary useful:

Check-In Report	A record of the condition of the Property and its contents at the start of a new tenancy.
Inventory	A dated record of the items present in a Property at the start of a tenancy together with their conditions at that time. This will include, where it is safe and practical to inspect, everything from the contents of kitchen drawers to furniture, floor coverings and window dressings. The Inventory is often combined with the schedule of condition (see below) to provide a snapshot of the condition of the Property and its contents at a given time.
Schedule of Condition	Often combined with the Inventory, the schedule of condition is a record of the condition of all the contents of a Property. This will include everything from furniture through to walls, woodwork, windows and flooring, etc. S.R.P. schedules of condition also comprise details of the cleanliness of a Property.
Mid-Term Inspection (Also known as Interim or Periodic Inspection)	Mid-term inspections are conducted during the tenancy with the aim of drawing attention to any minor issues before they become major problems. The Clerk will check for any issues that may indicate a breach of the tenancy agreement, such as smoking or the presence of pets, as well as noting the condition of fixtures and fittings. The Clerk will also ask the Tenant whether there are any issues of which they are aware and would like to highlight within the report. All of this information will be recorded in the mid-term inspection report.

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Check-Out Report	A check-out report records any changes in the condition of the Property and its contents that have occurred during the tenancy. A comparison is made against the check-in report and so that it can be ascertained whether any deductions need to be made from the Tenant's deposit to rectify damage or cover cleaning costs or replace missing items.
Inspection	The examination of a Property and its contents by the Inventory Clerk, whether undertaken for an Inventory, check-in, check-out or mid-term inspection.
System	The S.R.P. Inventories digital software management system used for booking and managing reports.

### 3. TERM AND ACCEPTANCE

- 3.1 Unless We agree otherwise between Us, the term of this agreement will start as soon as We send You a Booking Confirmation.
- 3.2 Any person related to the Property in any way who instructs Us to undertake any Services on their behalf accepts these terms and conditions in full.

### 4. GENERAL TERMS

- 4.1 All reports compiled by Us are intended as an independent, accurate and fair record of the Property, including its fixtures and fittings, furniture and décor. The report allows items to be visually identified only. Our Clerks will not attempt to verify the details of the manufacturer or the date of production.
- 4.2 Reports should never be considered a guarantee of safety or adequacy of any equipment, furniture or contents. They are simply a record of the existence of such items at the time the report is compiled.
- 4.3 Only the parts of the Property that are safely accessible are covered as part of the Services. Our Inventory Clerks are not responsible for inspecting any areas that are inaccessible or that pose a risk to safety or health. These areas and other exclusions are covered in more detail within this Agreement under Exclusions and We urge You to familiarise yourself with these exclusions so that You are clear on what is and is not included as part of the inspection.
- 4.4 Unless conducted during the hours of daylight, an inspection will not include the exterior of the Property or the garden.
- 4.5 Where no comments are entered into the condition column of any report, it is accepted that the items are visibly free from defects, damage, soiling or missing parts.
- 4.6 The responsibility of agreeing the accuracy of any report lies with You.
- 4.7 All measurements given in any reports are approximate.
- 4.8 Colours stated in reports, for example silver and gold, are intended as a description of the colour rather than a metal.
- 4.9 Our Clerks will not attempt to place any financial value on a Property or its contents, neither will they seek to ascertain whether an item is reproduction or genuine.
- 4.10 Our main office in Egham, Surrey, is open between the hours of 8am and 6pm Monday to Friday, Saturday 9am to 4pm, which are Our normal hours of contact and operation. You are welcome to request out of hours appointments for evenings, Sundays or bank holidays which We will endeavour to accommodate wherever possible.
- 4.11 We are dedicated to providing Services that are as environmentally considerate and paperless as possible. Our digital Inventory system allows for reports to be prepared, published, viewed and stored online. Reports can be emailed or sent to PDF directly from the system and We encourage You to use digital copies of reports wherever possible. Our service does not include the provision of hard copy reports.
- 4.12 Whilst We make a commitment to taking exceptional care over all Our reports, We cannot be held liable for any errors or omissions.
- 4.13 The Client Contact has final responsibility for checking the report once delivered. Any dispute over the contents of the report must be notified in writing to Us within seven working days upon which We will take appropriate steps to attend to the issues reported.
- 4.14 Meter readings, including photographs where possible, will be included in reports providing the meters are safely accessible. In any event, You are responsible for letting Our Inventory Clerk know the locations of the meters in advance of the inspection. Meter readings should always be double checked by the appropriate utility company.
- 4.15 All reports must be digitally signed and dated via the System by the Tenant within seven days. Any discrepancies must be reported in writing within 14 days of the report date, otherwise it will be accepted that the report is accurate.
- 4.16 It's not Our responsibility to test electrical items and We can't be held liable for any faults. We'll check fitted light bulbs and light switches only to make sure they work and only when We believe it is safe and practical to do so. All listed electrical items should be considered complete, including plugs and flexes, unless otherwise stated.

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- 4.17 We will inspect floor coverings, rugs and carpets to check whether they are adequately clean and then We will note any defects, as long as they are safely accessible and not obscured.
- 4.18 We will count and check bed linen, towels, etc. and note whether they have been freshly laundered. It's up to Our Clerks whether they include any soiled items in the inspection and report.
- 4.19 Mattresses will only be inspected where accessible but Our Clerks won't go ahead if the bed is made up.
- 4.20 We will list the presence of intruder alarms, CCTV and other security measures, however they should be considered untested.
- 4.21 If at any time Our Clerks feel unsafe or they have concerns for their health for any sound reason, We reserve the right to cancel the inspection at that point without liability. Our Clerk will report any concerns immediately to the Client Contact.
- 4.22 We will take every care to ensure the Clerk's tools of the trade are in full working order; however We cannot be held responsible for the failure of any tools, such as tablet devices or cameras, etc.

## 5. SERVICES

5.1 The following terms apply specifically to the individual Services under which they are listed:

### 5.1.1 Inventory

- i. The Inventory is made up of a list of fixtures, fittings, furniture and other household items. It includes a description of the state of the décor and condition of the Property's interior.
- ii. The Inventory represents a fair and accurate account of the contents, condition and state of cleanliness of the Property and is prepared for rental purposes only.
- iii. All items listed within the Inventory are assumed to be in good condition and domestically cleaned. For cleaning definitions please refer to Schedule of Cleaning.
- iv. The Inventory does not serve to guarantee or report on the suitability or safety of any contents or equipment. Its purpose is purely to serve as a record of the existence and condition of the listed items at the date of the Inventory report.
- v. The descriptions set out in the Inventory are for the purposes of identification only.

### 5.1.2 Schedule of Condition / Cleaning

- i. Our Inventory Clerks are not qualified surveyors; neither are they experts in valuations, antiques or materials, etc. As such, the Schedule of Condition / Cleaning should not be considered a structural survey report or used as an accurate description of every item in the Property such as furniture or equipment, etc.
- ii. The Schedule of Condition / Cleaning provides a record of the condition of all the contents of a Property including flooring, walls, woodwork, windows, curtains/blinds, bathrooms, kitchen units, oven/hob/extractor, furniture and kitchen white goods. Our Schedules of Cleaning also include details of the cleanliness of a Property which is classified as follows:
  - a) **Professionally cleaned:** A professional has been engaged to carry out cleaning and the appropriate receipts/invoices have been witnessed and photographed by Our Clerk. Receipts will be included in the report. Our Clerk checks and agrees that the cleaning has been conducted to a high standard with everything immaculate, sparkling and dust-free; appliances and sanitary ware spotless; carpets steam cleaned and vacuumed; floors swept; all furniture in order and clean; linen freshly laundered.
  - b) **Domestically cleaned to a high standard:** As per professionally cleaned but with no receipts or invoices provided by the Tenant or Agent.
  - c) **Domestically cleaned:** Floors are vacuumed and swept. Appliances are deaned and free of loose dirt; although some carbon deposits may be visible there is no loose debris or grease to the touch. Dust may be visible to generally unseen areas such as cupboards and tops of door frames, etc. Sanitary ware is clean and showing no dust or soap deposits or loose hairs, etc.
  - d) **Requires cleaning:** No attempt has been made to clean the item in question and full cleaning is needed to bring it back to a clean condition. Limescale may be present on chrome fittings; food splashes to walls; soap deposits and loose hairs to sinks, showers and bathtubs, etc. Carpets need vacuuming and floors need sweeping; dust and dirt apparent.

### 5.1.3 Check-in

- i. The check-in report provides a record of the condition of the Property and its contents at the start of a new tenancy.
- ii. Before a check-in inspection can be undertaken, the Property must be in its pre-tenancy state, i.e. cleaned, restored back to the appropriate condition ready for a new Tenant and free from any personal possessions belonging to previous Tenants. Previous Tenants should not be present, even if in the process of moving out.

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- iii. Where these conditions are not met, Our Clerk will not be able to proceed with the inspection and Our Cancellation and No-Show terms as set out in these terms and conditions will apply.

#### 5.1.4 Check-out

- i. The check-out report records any changes in the condition of the Property and its contents that have occurred during the tenancy.
- ii. At check-out, the condition of the Property and contents at the start of the tenancy will be compared to the original Inventory taken.
- iii. If the original Inventory was not prepared by Us, then a copy will need to be provided to Us before the inspection. This can be supplied either in electronic format (preferred) or as a hard copy.
- iv. The check-out report will list any variations or discrepancies between the original Inventory and the current condition and cleanliness of the Property and contents. It will also indicate, in the opinion of Our Clerk, whether there is any liability on the part of the Tenant, or whether the stated variations or discrepancies could be classed as fair wear and tear. Where it is not clear to the Clerk where responsibility lies, the issue will be referred to the Landlord or Agent.
- v. The check-out report is an exception report; in other words, only variations will be noted. Any items not listed in the check-out report should be considered to be in the same condition as documented within the Inventory.
- vi. Assessments for fair wear and tear are based on the length of the tenancy and type of occupancy and also take into consideration extenuating circumstances and usage levels. We acknowledge that the contractual terms within the tenancy agreement may overrule the opinion of the assessor.
- vii. Before a check-out inspection can be undertaken, all personal possessions must be removed from the Property. The Property must be reinstated to the condition it was in at the start of the tenancy, in other words:
  - a) Cleaned to the same standard it was in at the start of the tenancy
  - b) All furniture returned to its original locations as listed in the Inventory
  - c) Any stored items returned to their original locations
  - d) Bedding and linen laundered, ironed and placed in the relevant room
  - e) Beds not made-up
  - f) Gardens tended to and any shrubbery suitably trimmed back
  - g) All rubbish and personal effects removed
- viii. If Our Clerk arrives at the Property whilst cleaning or maintenance is being undertaken then they will not be able to proceed with the inspection and the Cancellation and No-Show terms as listed in these terms and conditions will apply.
- ix. Where any of the conditions listed in this clause are breached, Our Clerk will not be able to proceed with the inspection and the Cancellation and No Show terms as listed in these terms and conditions will apply.
- x. Should Our Clerk be unable to locate any items listed on the Inventory because they have not been replaced to their original location, We reserve the right to apply an additional fee to cover the extra time incurred.
- xi. You are responsible for ensuring that the Tenant, the Agent or their representative is present during the check-out inspection. They should have available:
  - a) Their own copy of the original Inventory
  - b) All keys provided (unless they are being left with the Agent)
  - c) Receipts for professional cleaning and any items that have been replaced
- xii. If a Landlord or Agent disagrees with any of the Clerk's opinions stated in the check-out report then the burden of proof will lie with the Landlord who will need to supply documentary evidence to the appropriate Tenancy Deposit Scheme adjudicator so that any claim they wish to make can be considered. The decision of the adjudicator will be final and binding and in cases where the adjudicator is in agreement with the Landlord or Agent, the liability of S.R.P. Inventories will be limited only to the fee paid for the check-out report.
- xiii. We cannot accept any liability, financial or otherwise, in cases where the original Inventory was not compiled by Us.
- xiv. It is not up to the Clerk to discuss liability, repair costs or deposit deductions or returns, either with the Tenant or the Landlord, during the check-out and they have no authority to do so.
- xv. The check-out report provides an overall impression of the Property only. It is not the responsibility of Our Clerks to assess the value of any damages.
- xvi. If there is no original Inventory available for comparison purposes then We will prepare a Schedule of Condition and cleanliness report by way of a general, summarised overview of the Property. However, Our Clerk will not be in a position to include opinions on responsibility for any issues within the report. In such cases, the issues will be referred to You to determine responsibility.

- xvii. We are not able to independently verify any time lapse between the completion of a check-out report and any alleged omission or discrepancy made by any party entering after the check-out report has been completed. We ask that You acknowledge that some changes, for example items added or removed or damage sustained, may occur to the Property within this period.

#### **5.1.5 Mid-Term Inspections**

- i. Mid-term inspections are conducted during the tenancy with the aim drawing attention to any minor issues before they become major problems.
- ii. Our Clerk will:
  - a) Check for and record any issues that may indicate a breach of the tenancy agreement such as smoking, pets or subletting
  - b) Check for and record any maintenance issues that need attention
  - c) Document the condition of fixtures and fittings, highlighting any damage or neglect
  - d) Report on the cleanliness of the Property
- iii. You must ensure that the Tenant, the Agent or their representative is present during the mid-term inspection. The Clerk will ask whether there are any issues of which the person present is aware and would like to highlight within the report.
- iv. All mid-term inspections conducted by Us fall in line with UK legislation and the guidelines set down by the Association of Independent Inventory Clerks (AIIC).
- v. It is Your responsibility to notify the Tenant in writing of the inspection visit a minimum of 24 hours before the inspection visit.
- vi. Where a Tenant has been notified within the required timescale but refuses access, or where the Tenant is not at home or Our Clerk is unable to enter the Property, We reserve the right to charge an abortive fee of up to 50% of the agreed cost. We cannot be held liable for any costs or expenses incurred by the Landlord, Agent or any other third party in abortive scenarios but We will rearrange a further inspection once the abortive fee is paid and it is confirmed to Us that access will be provided.
- vii. Photographs will be taken during the mid-term inspection visit unless Our Clerk is refused permission by the Tenant or where the Landlord or Agent fails to provide evidence of written permission from the Tenant. Clerks will ensure when taking photographs that none of the tenants' personal effects are included in shot.

### **6. SMOKE AND CARBON MONOXIDE ALARMS**

- 6.1 A smoke alarm carbon monoxide alarm inspection and testing service is offered as standard as part of the check-in. This comprises:
- 6.1.1 Recording the presence, type, condition, make and location of smoke and carbon monoxide alarms.
  - 6.1.2 Photographing each alarm.
  - 6.1.3 Noting the absence of an alarm where it should be present under the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
  - 6.1.4 Where safe to do so, testing non-integrated smoke alarms using Canned Smoke and documenting the results.
  - 6.1.5 Where safe to do so, testing carbon monoxide alarms by pressing the test button and documenting the results.
- 6.2 A smoke alarm supply and temporary installation service is offered where required at additional cost. Where Our Clerk identifies that an alarm is required but not present, they will with written permission from the Client Contact proceed to temporarily fit the appropriate alarm.
- 6.2.1 Where permission is granted and access is safe, battery operated smoke alarms are temporarily fitted to ceilings or walls using strong double sided foam tape. Our Clerks will use their discretion to choose the most appropriate site for the alarm.
  - 6.2.2 Battery operated carbon monoxide alarms are placed somewhere suitable in the appropriate room.
  - 6.2.3 Where an alarm is fitted by Our Clerk, they will carry out the testing procedure as outlined in clause 6.1.
- 6.3 You retain responsibility for testing any alarms We fit in line with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- 6.4 We cannot be held responsible for any marks or damage arising from the removal or relocation of temporarily fitted alarms; neither do We accept any liability for any loss or damage arising from the incorrect fitting or malfunction of any smoke or carbon monoxide alarm.
- 6.5 Where Our Clerk identifies that a replacement battery is required for a battery operated smoke or carbon monoxide alarm and the Property is tenanted, they will make a recommendation in the report for the Tenant to replace the battery. Where the Property is not tenanted, the Clerk will, subject to having the appropriate battery available, replace it and then test the alarm.

- 6.6 It is not the duty of Our Clerks to test integrated alarms or alarms bearing yellow sprinkler system warning stickers.
- 6.7 We accept no responsibility for damage or malfunction during the testing of smoke or carbon monoxide alarms.
- 6.8 Only alarms that can be safely accessed will be tested. Whether it is safe to proceed with alarm testing is down to the individual discretion of Our Clerks.

## **7. PROVISION OF INSTRUCTIONS**

- 7.1 We're able to accept bookings via Our digital Inventory system which is Our preferred method; by telephone or by email. Once a booking instruction is received by any of these methods and We provide You with a Booking Confirmation, an agreement is deemed to exist between Us, and these terms and conditions will apply immediately.
- 7.2 Where We have an email address for You, an email will be sent to confirm Your booking regardless of how You made it.

## **8. TURNAROUND AND DEADLINES**

- 8.1 We are committed to delivering on Our turnaround promise. We offer the following turnarounds as standard:
  - 8.1.1 Check-out & Schedule of Cleaning reports: 24 hours
  - 8.1.2 Inventory & check-in reports: 48 hours
  - 8.1.3 Mid-term inspections: 24 hours
- 8.2 Whilst We do ask that as much notice as possible is given for reports to be compiled, We appreciate that there may be times when You will need a shorter timescale than Our standard turnarounds. We will always do Our best to accommodate special requests and these should only be considered approved if confirmed as such in writing.
- 8.3 During periods of high volume, typically during the summer and on occasion at other times of the year, We reserve the right to increase turnaround times without prior notice in order to cope with increased demand. Any change to Our quoted standard or express turnaround times will be advised at the time of making Your booking.
- 8.4 There may be times when You need a report amending or a re-visit made to a Property where there was an issue preventing Our Clerk from completing the inspection. In these situations We will endeavour to action such requests as swiftly as possible and will provide a timescale at the time of request. We'll also let You know whether there are any applicable additional charges.

## **9. CANCELLATIONS AND NO-SHOWS**

- 9.1 Where an inspection is cancelled on the day of the visit, or where We are unable to gain access to the Property at the agreed appointment time, We reserve the right to make a charge of the full fee quoted.
- 9.2 Where a cancellation is made by You with 24 hours or more notice, there will be nothing to pay.
- 9.3 Charges may be made where Our Clerks incur delays related to, for example, waiting more than 20 minutes beyond the appointment time for You or a Tenant to arrive; where there is a delay in the provision of keys or documentation required; where items listed on the Inventory have not been returned to the correct places and cannot be immediately located, or where something beyond their control prevents them gaining access to the Property.
- 9.4 We reserve the right to apply a charge where Our Clerks are unable to gain access to the Property for up to 20 minutes after the agreed time.
- 9.5 If when We attend the Property it is not in the hand-over condition required for the relevant service (see Services), We reserve the right to charge an abortive fee of up to 50% of the agreed cost. We cannot be held liable for any costs or expenses incurred by the Landlord, Agent or any other third party in abortive scenarios but We will rearrange a further inspection once the abortive fee is paid and it is confirmed to Us that the Property is in the required hand-over condition.
- 9.6 When booking an inspection using Our digital system, an automatic email is generated advising the identity of the Clerk, their contact details and confirmation of the date and time of the visit. You are responsible for providing this information to the Tenant, together with details of anything they need to have available, to ensure they are prepared for the visit.
- 9.7 In the event of any discrepancy which is not Our fault leading to the Service needing to be re-undertaken, the follow-up appointment will be classed as a new booking and as such charged at full cost.

## **10. KEYS TO PROPERTY**

- 10.1 Our Clerks will treat the keys to the Property with the greatest of care during the course of undertaking their duties and at all other times the keys remain in their possession. In this respect Our Clerks are subject to key handling procedures set down and monitored by Us.
- 10.2 Keys should only be issued by You alongside an itemised list which Our Clerks will check before signing for them.
- 10.3 On returning keys, Our Clerks will request a receipt.

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- 10.4 Where keys are to be kept by Our Clerk overnight due to a late night or early morning inspection, We will need You to sign agreement to the overnight retention of the keys.
- 10.5 Clerks will leave any interior keys within a Property where they were found, unless they deem it a security risk, in which case the Clerk will use their discretion to remove them and place them somewhere safe, noting such action in their report and making You aware.
- 10.6 On check-out, keys will be returned to the location instructed by the Client Contact, providing this location is within three miles of the Property, unless otherwise agreed in writing. Where there is a requirement to return keys to locations in excess of three miles from the Property, a charge of £7.00 per mile for each excess mile will apply.
- 10.7 Should You require keys to be returned by post, this will be completely at Your own risk and the postage costs and management time will be passed on to You.
- 10.8 We cannot accept any responsibility for claims for lost or unaccounted for keys that are made 48 hours after check-out.
- 10.9 Our Clerks are not responsible for handing over keys to Tenants at check-in, neither are they responsible for checking Tenant ID.
- 10.10 Where keys are not made available before the arranged appointment time, We reserve the right to charge for a cancelled appointment.

## 11. PROPERTY SIZES AND PRICING

- 11.1 Our current price tariff is available on request from Our head office.
- 11.2 Our price tariff is based on Property size as follows :

Number of bedrooms	Description	Inclusive rooms
One bedroom	Maximum 4 rooms	1 bedroom; 1 bathroom; 1 reception room; 1 kitchen
Two bedrooms	Maximum 6 rooms	2 bedrooms; up to 2 bathrooms; 1 reception room; 1 kitchen
Three bedrooms	Maximum 8 rooms	3 bedrooms; up to 2 bathrooms; 2 reception rooms; 1 kitchen; garden and garage
Four bedrooms	Maximum 10 rooms	4 bedrooms; up to 3 bathrooms; 2 reception rooms; 1 kitchen; garden and garage
Five bedrooms	Maximum 11 rooms	5 bedrooms; up to 3 bathrooms; 2 reception rooms; 1 kitchen; garden and garage
Six bedrooms	Maximum 12 rooms	6 bedrooms; up to 3 bathrooms; up to 2 reception rooms; 1 kitchen; garden and garage

- 11.3 Within reasonable bounds We won't make additional charges for extra rooms outside of these stated parameters or where properties are excessively large or rooms overly-stocked with furniture or other items; however We do reserve the right to do so at Our discretion. Such charges will not exceed £15 per additional or overly-stocked room.
- 11.4 For Property sizes not shown on the tariff, We will provide an individual quotation in writing for approval before a booking is accepted.
- 11.5 In situations where a Property size is incorrectly quoted to Us, We will charge appropriately for the difference.
- 11.6 In a situation where a Service is listed at an incorrect price or with other inaccurate information, We reserve the right to refuse any booking made for the incorrectly listed or priced Service.
- 11.7 All prices quote are subject to VAT at the prevailing rate.

## 12. EXCLUSIONS

- 12.1 We take the health and safety of Our Clerks very seriously and as such there are certain exceptions that apply to the Services. These are listed in this section.
- 12.2 Where it is deemed dangerous or a risk to health or safety to enter a Property or any part of its interior or outbuildings associated with it, the Clerk will not proceed and there will be no liability on Our part for any costs or losses incurred as a result. The Clerk will immediately inform the Client Contact.
- 12.3 Our Clerks will not enter a Property where:
- 12.3.1 The entryway is blocked by rubbish or some other obstacle
  - 12.3.2 There is broken glass or other sharp or hazardous objects on the pathway leading to the Property or on the floor inside the Property
  - 12.3.3 There is a dog or other potentially dangerous or threatening animal present
  - 12.3.4 There is evidence of pest or vermin infestation
  - 12.3.5 There is fear of threat or violence
  - 12.3.6 There is any risk at all to their health or safety

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- 12.4 Our Clerks will not complete parts of the report relating to areas of the Property that are not readily accessible. These include:
- 12.4.1 Basements and cellars
  - 12.4.2 Storage lofts that are not fully and legally converted and accessed by a fitted staircase
  - 12.4.3 Poorly lit rooms
  - 12.4.4 Locked rooms
  - 12.4.5 Rooms blocked by obstacles
  - 12.4.6 Any room or part of a Property that appears in any way potentially hazardous
- 12.5 The Clerk will not move heavy or large items in order to compile the report and We will not be liable for any detail obscured by such items at the time of the inspection. Items that will not be moved may include but are not limited to:
- 12.5.1 Sofas and armchairs
  - 12.5.2 Furniture including tables and coffee tables
  - 12.5.3 Beds
  - 12.5.4 Wardrobes, cupboards or cabinets
  - 12.5.5 White goods
- 12.6 Where possible the Clerk will attempt to check both sides of a mattress and any slats of a bed base, however where the mattress is particularly heavy then it will not be deemed safe to proceed. This will be noted in the report.
- 12.7 Our Clerks will not inspect any outdoor areas or outbuildings during hours of darkness.
- 12.8 Where there is evidence of bug or pest infestations such as bed bugs or cockroaches, Our Clerk will abort the inspection, vacate the Property and report immediately to the Client Contact. We cannot be held responsible for any costs or losses incurred due to Our Clerk's decision to abort the inspection under such circumstances.
- 12.9 Other than basic checking of light switches to check for functioning light bulbs, Our Clerks will not inspect any gas or electrical appliances; machinery; boilers; radiators; water supply or any similar items and will not be responsible for any faults relating to such items.
- 12.10 Our Clerks will take applicable meter readings and photographs, however, where meters are located above head height, obscured by shrubbery or in some other inaccessible or hazardous location, or located on public land or below ground level, then the Clerk will not take readings and will note as such in the report.
- 12.11 Our Clerks will only carry out testing of smoke and carbon monoxide alarms where they are located above head height or in an accessible location.
- 12.12 We won't handle or move any items such as ornaments that appear to be valuable or antique.
- 12.13 Reports will not include consumables; plants; individual book titles; items packed for storage or any other miscellaneous items.
- 12.14 Our Clerks will not search through cluttered drawers or cupboards and will not unpack any wrapped or boxed items in order to inspect them.
- 12.15 Windows are checked only for cleanliness and condition but will not be tested.
- 12.16 Our Clerks are not responsible for making up beds; switching off appliances or closing/locking windows and will not accept any responsibility for any faults, loss or damage connected with such.

### **13. REGULATIONS AND LEGISLATION**

- 13.1 It is Your responsibility and/or that of the Landlord to ensure compliance with any government-published regulations. Advice and/or compliance with such regulations does not form part of Our Services.
- 13.2 Our Clerks will inspect furniture where safe to do so and will record evidence of labels indicating compliance with the Furniture and Furnishings (Fire and Safety) Regulations 1988 as amended 1993. Any other items not stated should not be assumed to be compliant with this Regulation.
- 13.3 Where a report states 'fire label seen', this must not be taken to mean that the item complies with the Furniture and Furnishings (Fire and Safety) Regulations 1988 as amended 1993; it is simply a record of sight of the label at the time of the report.
- 13.4 UK fire regulation compliance is not Our responsibility and You should check all soft furnishings and linen or any other filled or padded items to ensure compliance with the relevant regulations.
- 13.5 Furniture and soft furnishings sourced from overseas suppliers may not be UK standards compliant and it is Your responsibility and/or that of the Landlord to verify whether such items are considered safe for use and fall under the relevant regulations for the UK.
- 13.6 Our Clerks will record sight of any certificates of compliance with regulations such as the Electrical Equipment (Safety) Regulations 1994; the Plugs and Sockets etc. (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1994 and other regulations as applicable. However, this should not be construed as meaning Our Clerks have validated the certificates or that the items to which the certificates apply are compliant with the Regulations. It is simply a record of sight of the certificates at the time of the report.

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#### **14. FEES, PAYMENT AND REFUNDS**

- 14.1 You accept responsibility for paying all fees due for the Services provided in line with Our current price tariff.
- 14.2 Private Landlords must pre-pay for Our Services at the agreed rate at least 48 hours in advance of the date of the booking. In the event of non-payment 48 hours in advance, the booking will be automatically cancelled. For all other Clients, an invoice will be generated once a report has been produced, with payment terms strictly 30 days from date of invoice, unless otherwise agreed between Us in writing.
- 14.3 You may not pass on responsibility for the settlement of any invoice issued by us for our Services to any other party. Responsibility for payment remains at all times with You unless agreed in writing between Us.
- 14.4 Failure to pay within the stated period may result in statutory interest being charged at the prevailing rate, which You can find [here on the Government website](#). This does not prejudice Our rights under this agreement.
- 14.5 Where payment exceeds the stated period, We reserve the right to pass the matter to a debt collection agency of Our choice.
- 14.6 Any queries concerning invoices must be notified in writing within seven days of the invoice date. We will endeavour to deal with invoice queries within a reasonable timeframe and will provide an initial response within 48 hours.
- 14.7 In the event of a booking or service discrepancy awarded in Your favour and the agreed remedy being a refund in part or in full, We will return any agreed fees to You within 14 days of the date of resolution. Such action is without prejudice.
- 14.8 As Our provision of Services to You is a business to business transaction, purchases made under these terms and conditions will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended) and other related consumer legislation.

#### **15. QUALITY COMMITMENT, FEEDBACK AND COMPLAINTS**

- 15.1 Whilst We are dedicated to providing Our clients with the highest quality in every aspect of Our service, We regret that We cannot totally guarantee that a report will ever be 100% error free.
- 15.2 We have a formal complaints procedure which You are welcome to request from Our head office by email or telephone.
- 15.3 We welcome feedback on Our service, positive or constructive, and are open to hearing from Our clients by telephone or email.
- 15.4 If an issue arises that could be considered a breach of these terms and conditions on Our part; or We do not deliver as advertised, then We will without hesitation take steps in order to ensure Your expectations are met and will endeavour to do so where possible within the timescale that was originally agreed.
- 15.5 Anything You consider as an error or omission on a report must be notified to a senior member of Our team at head office within seven days of the date of the report and in all cases before the start of the next tenancy, otherwise We reserve the right to refuse responsibility.
- 15.6 We will fully investigate any issues submitted to Us in writing. Wherever possible We will arrange to meet at the Property with the Landlord and Tenant both in attendance so We can all discuss any points in dispute and We will endeavour to do so within seven days of the report date. Depending on the outcome, additional charges may be incurred by You for this.
- 15.7 We can't accept any liability for any issues arising from a difference of opinion.

#### **16. PRIVACY AND CONFIDENTIALITY**

- 16.1 All reports remain Our property and may not be copied, amended or retained without express permission. Access to the report may only be shared with those of Your employees or officers who require the information contained in it in order to undertake their duties.
- 16.2 You agree to keep the contents of the reports We prepare for You strictly confidential.
- 16.3 No part of the report may be published in the public domain.
- 16.4 No part of the report may be disclosed or divulged to any third party other than for the purposes of the rental of the Property.
- 16.5 Use of Our digital Inventory system is by licence only. No part of it may be used by You, save for the purpose of managing Your Landlords' Inventory records. No part of the System may be duplicated or shared with third parties for any reason.

#### **17. DATA PROTECTION, COPYRIGHT AND NON-DISCLOSURE**

- 17.1 We work in line with prevailing data protection legislation and as such follow data protection principles in order to ensure that all personal information We handle is used and stored fairly and lawfully and in accordance with the Privacy Policy available on Our website.
- 17.2 All content produced as part of an inspection report and other general content contained therein remains the copyright of the company.

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17.3 It is Your responsibility to download all Your Content. We may delete Your Content 12 months after conclusion of the Services to which it relates, or if You have not instructed Us to carry out Services for a period of longer than 90 days.

## **18. MODIFICATIONS AND VARIATION**

18.1 We reserve the right to amend any parts of Our Services or pricing without prior notice and at Our full discretion so as to fall in line with legislative, regulatory or market changes or any other reasons deemed appropriate by Us.

18.2 We reserve the right to amend these terms and conditions of business at any time and any such modifications will be effective immediately upon publishing such changes.

18.3 No variation of these terms and conditions will be effective unless agreed in writing by Us.

## **19. LIMITATION OF LIABILITY AND INDEMNITY**

19.1 We warrant that the Services shall be performed in a professional, skilful and workmanlike manner consistent with industry standard.

19.2 Except as provided above in clause 19.1, to the maximum extent permitted by applicable law, We do not make any representations or warranties of any kind, whether express, implied, statutory or otherwise.

19.3 Nothing in this agreement will limit or exclude Our liability for death or personal injury resulting from Our negligence or limit or exclude Our liability for fraud or fraudulent misrepresentation or limit or exclude any of Our liabilities in any way not permitted by applicable law.

19.4 Notwithstanding the foregoing, We shall not be liable to You in contract, tort, negligence or otherwise for any loss, damage, costs or expenses incurred or suffered by You as a direct, indirect, special or consequential nature arising from Our performance under this agreement.

19.5 To the maximum extent permitted by applicable law, Our total liability to You arising under or in connection with the provision of Services under this agreement shall be limited to the amount paid by You to Us for the provision of such Services giving rise to the claim.

19.6 You hereby indemnify Us and shall keep Us indemnified from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Us arising out of or in connection with the provision of the Services, other than arising from Our breach of contract, Our negligence or breach of Our statutory duty.

19.7 You hereby indemnify Us and shall keep Us indemnified from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs [calculated on a full indemnity basis] and all other professional costs and expenses) suffered or incurred by Us arising out of any breach of Your obligations under this agreement, or any negligence or breach statutory duty by You, the Landlord, the Agent or the Tenant.

## **20. TRADEMARK, COPYRIGHT AND OWNERSHIP**

20.1 The S.R.P. Inventories name and logo must not be used or copied without prior written permission.

20.2 All data and information held on the System, including the format and contents of Our Inventory reports, and any documentation or paperwork including marketing and sales literature and the contents of any online platforms including the S.R.P. Inventories website [www.srpinventories.co.uk](http://www.srpinventories.co.uk) and any associated digital platforms remain the sole Property of S.R.P. Inventories unless otherwise stated and may not be copied or reproduced in whole or in part other than for the sole purpose of accessing the website.

20.3 All confidential information listed in this clause is protected by international copyright laws and all rights in respect of that copyright are reserved.

## **21. FORCE MAJEURE**

21.1 Force majeure refers to unforeseeable circumstances that prevent a contract from being fulfilled. In the event of either of Our parties by force majeure being unable in whole or in part to undertake its respective obligations under this agreement, then it is agreed that provided the party giving notice of such does so within a reasonable timeframe then that party's obligations shall be suspended for as long as the force majeure continues. Each party shall reasonably endeavour to remove or avoid such force majeure.

21.2 Force majeure may apply to acts of God; acts of public enemy; war; lockouts; industrial disturbance; strike; blockades; government regulations and directions; terrorism and any other cause that falls outside the reasonable control of both Our parties and that neither of Us can prevent using due diligence.

21.3 In the event of either party's obligations being suspended due to force majeure for a period exceeding 30 days then either party may terminate this agreement on providing written notice.

## **22. GENERAL**

22.1 You may not transfer any of Your rights under this agreement to any other person. We may transfer Our rights under this agreement where We reasonably believe that Your rights will not be affected.

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- 22.2 This agreement together with the privacy policy on Our website contains the whole agreement between Us and supersedes any prior discussions, arrangements or agreement that might have taken place in relation to the terms of this agreement. No purchase order or any other document that purports to modify or supplement this agreement will add to or vary the terms of this agreement unless otherwise agreed to in writing by each party.
- 22.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no third party will have any right to enforce or rely on any provision of these terms.
- 22.4 The illegality or invalidity of any part of this agreement shall not affect the legality or remainder of the rest of the Agreement.
- 22.5 Our failure to enforce any provision of this agreement does not constitute a waiver of that provision and will not affect Our right to enforce that or any other provision at a later date.
- 22.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties; constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.7 We will be an independent contractor and nothing in this Agreement shall render Us an employee, worker, agent or partner of Yours.
- 22.8 This agreement shall be governed by English law and all disputes arising under this agreement shall be subject to the exclusive jurisdiction of the English courts.
- 22.9 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.10 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.11 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

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