



Terms and Conditions of Business March 2011

Acceptance of the services is deemed to be an acceptance of the Fees and these Terms and Conditions.

“The Clerk” means Key Inventories Ltd or the person or persons appointed by Key Inventories Ltd to inspect the Premises for the purpose of preparing the Inventory or carrying out the Check-in or Checkout procedure.

“The Premises” means the house, flat or other property the contents of which are to be listed in the Inventory.

“The Inventory” means the list of the items at the Property to be prepared in accordance with the following Conditions.

Room Guide:

1 Bed includes: 1 Bedroom, Kitchen, Lounge, Bathroom, Garage, Shed and a Garden.

2 Bed includes: 2 Bedrooms, Kitchen, Lounge, Bathroom, Garage, Shed and a Garden

3 Bed includes: 3 Bedrooms, Kitchen, Lounge, Reception room, Bathroom, Garage, Shed and a Garden

4 Bed and above: Bedrooms, 2 Reception rooms, Kitchen, Utility room, Bathroom, En-suite, Garage, Shed and a Garden.

Additional rooms: reception rooms, en-suite, conservatories, outbuildings are charged at £10.00 per room for Unfurnished and £15.00 per room for Furnished

Office Hours: Monday to Saturday 0830hrs to 1730hrs

For bookings which are taken out of office hours will incur an additional fee of £40.00 this includes Sunday appointments.

Cancellation Fees:

A cancellation fee of 50% of the original booking fee will be charged for a same day cancellation or an aborted job.

A charge of £10 per quarter hour may be charged for waiting time at a property beyond the confirmed appointment time due to the late arrival of a tenant, agent or landlord, incorrect notified location of keys or documentation or any delay in gaining access to the property beyond the control of the clerk.

Fees:

Payment terms strictly 14 days from receipt of invoice. If funds are not cleared by the 14th day an admin fee for handling late payment of £12.00 + VAT will be incurred.

Key Inventories Ltd requires full payment prior to any services carried out when taking instructions from a landlord or tenant.

Payments can be made by BACs or via a Card Payment. We do accept cheque's, made payable to Key Inventories Ltd

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

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

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

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

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

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

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

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

Complaints:

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

Disputes:

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

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

General:

Upon acceptance of instructions, the Clerk will inspect or arrange the inspection of the Premises for the purpose of compiling the Inventory.

The Inventory will be a list of furniture, fixtures, fittings and household effects with a description of the state of decoration and condition of the interior and its effects at the Premises. Items are visually identified and not identified by its original manufactured name, material used in the production, or the period produced.

The Inventory does not purport to be a report for valuation purposes of the Premises and or its contents, nor is it a guarantee of, or report of, the adequacy of, or safety of any equipment or contents, it is a listing that such items exist in the property and the superficial condition.

The Inventory will be compiled on the basis that unless stated listed items are in good condition, free from obvious soiling, damage or defects. Significant defects will usually be damage, usage or soiling that might constitute a dilapidation charge at termination of the Tenancy of the Premises.

Electrical items may be tested for power only, unless the Clerk deems testing unsafe. Items must be complete with plugs, flexes and bulbs, unless otherwise specified.

Floor coverings, rugs and carpets will be inspected to the extent that they are sufficiently clean so that burns, stains and other damage can be ascertained.

Bed linen, towels and other similar items will be inspected to the extent that they are freshly laundered and will be counted only and not inspected in great detail. Heavily soiled items may not be fully examined by the Clerk.

Mattresses will be inspected where accessible and will not be examined should the bed be made up.

The Inventory Preparation, Check-in or Check-out will be compiled by the Clerk assuming that the Clerk is able to do so without moving any fixtures and fittings or large and heavy items of furniture that the Clerk is unable to or that which is considered fragile or unsafe to move.

The Inventory applies to items in the parts of the Premises that are readily accessible and excludes items in lofts attics or cellars and such places considered by the Clerk to be unsafe. Nor will the clerk undertake to search through overcrowded drawers or cupboards to either locate or enumerate items.

Houseplants, garden plants or garden livestock e.g. fish in ponds, will not be included in the Inventory. Contents of garden sheds or garages other than garden tools will not be listed unless they are considered to be of value in excess of £20. The other items may be grouped.

Animals are not usually permitted in rented properties, but occasionally landlords will give permission. They will expect any damage internal or external to be made good, and any soft furnishings may need additional cleaning.

Blue tack nor picture hooks/nails should not be used on the walls and any damage caused will incur additional charges from the landlord.

At termination of tenancy receipts may be required for items that have been professionally cleaned.

It is the responsibility of the landlord and the tenant to agree the accuracy of the inventory and the tenant should check all electrical appliances and report any defects to the Managing Agent.

Windows are not checked to see whether they open or not, it is the Tenant's responsibility to report on non-opening windows.

Smoke sensors and security alarms are not tested and are not the responsibility of Key Inventories Ltd.

An additional charge may be applied when carrying out the Check-out procedure at the end of the Tenancy if any items have been moved to different rooms after the original Inventory was prepared.

If the Clerk is unable to obtain access to the Premises at the time agreed and the place agreed with the instructor, or within a reasonable period of time thereafter there will be no further obligation under the Terms of the Contract save the entitlement to invoice the other party the proportion of the Fee that would have been payable had the instruction been completed.

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Additional Notes:

It is the responsibility of the agent (where appropriate) to ensure that the tenant is aware of the time of the inventory and the fee that is charged for late and missed appointments.

Before the inventory/check-in/check-out report commences, the property must be cleaned and all personal effects removed. The tenant must be ready to hand over the keys and vacate the property on completion of the check out report. Failure to comply will result in the visit being aborted and cancellation charges will apply and result in a new appointment being booked.

Any queries regarding the content of the inventory or check in/check-out report must be brought to the attention of the inventory clerk within seven days of the inventory being supplied to the principal instructor. If the inventory clerk does not hear within seven days it will be assumed that the content of the report has been accepted and agreed by both the landlord and the tenant.

Dilapidation's:

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

Keys:

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

Exclusions of Liability and Indemnity:

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

Law and Jurisdiction:

This Contract shall be governed by English Law.

Contract:

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

Insurance:

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

Liability:

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

Delivery/Intellectual Property:

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

Confidentiality:

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

Force Majeure:

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

Definitions:

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

Company: Key Inventories Ltd and or their approved sub-contractors.

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

Signed on behalf of the client:.....

Name Signature Date.....

Signed on behalf of Key Inventories Ltd

Name Signature Date.....