

Accord Inventories Terms and Conditions

Terms and Condition of Business for services that are provided in the form of inventory report make (the Report), snagging lists, check-in appointment, mid term inspections, check-out appointment and report make, inventory update reports, inventory update appointments and report make or any related services (Services) between Accord Inventories (independent inventory clerks) as an independent company (the Company) and the client (the Client).

Provision of Services

1 The Company shall provide the Services specified in the schedule hereto on payment of the fee specified therein

Fees

2.1 The Client shall pay the fee within 14 days of invoice. Except where instruction is taking directly from a landlord or tenant where payment is required in full prior to any Services carried out.

2.2 The Company reserves the right to apply statutory interest charges for late payments for any fees more than 14 days overdue from the date of invoice. Interest will be applied both prior to and subsequent to any Court Judgement.

2.3 In the event that Services cannot be delivered, whether or not due to circumstances beyond the Client's control, and 24 hours notice has not been given to the Company, an abortive fee will be charged. The abortive fee will be 35% of the invoice total or £40.00 whichever is greater.

2.4 A charge of £10 per quarter 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 the Company, or where a property is unfit or unsafe for entry.

2.5 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.

2.6 No additional charge will be made for photographs at the time of the inventory make. In the event of a dispute at check-out, there will be three options of cost (as requested by the instruction principal): a) £2.50 per photograph or b) £10.00 per room or c) £65.00 all photos. In the event a client requires the photographs to be delivered at the time of the inventory make; option c) will apply.

2.7 All congestion charges and parking costs will be charged in addition to any fees quoted, unless otherwise agreed in writing.

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

2.9 If payment is not made by the due date the Company or Clerk, reserves the right to charge interest at 3% above Barclays base rate from the due date of the payment to the date payment is received and to recoup reasonable administration costs incurred recovering late payments.

2.10 Delivery charges are in addition to the published fees (currently £5.00 or less, per report)

Complaints

3 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

4 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.

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

Inventory Report ("the Report")

5.1 The Report delivered by the Company is intended as an independent and informative guide to the Client about the condition of any fixtures, fittings, furniture, contents and décor.

5.2 The Report only enables items to be visually identified. No attempt has been made to identify any item by its original manufacturer or the period in which it was produced. The inventory clerk preparing the Report and /or check-in report is not an expert on fabrics, woods, materials, antiques, etc., nor does he purport to be a qualified surveyor.

5.3 Unless otherwise stated, it is accepted that a listed item is in good condition and free from any patent defects, soiling or malfunction, which may constitute a dilapidation assessment on termination of tenancy.

5.4 Any contents must be situated in their respective rooms as specified in the Report upon termination of the tenancy. Failure to do so can result in delay which may require a search and match fee. This fee will be additional to the agreed fee.

5.5 Inventory clerks will not undertake to move heavy and/or awkward items of furniture.

5.6 Inaccessible areas, loft spaces and cellars will not normally be searched or listed on the Report.

5.7 Any plants, cleaning materials, light bulbs are considered perishable items and are will not necessarily be listed on the Report.

5.8 All measurements given are approximate.

5.9 All colours within the Report are a description of colour only and not that of any material.

5.10 The Report relates only to furniture, furnishings and all of the landlords' 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 a documented record that such items exist within the property, at the date of the inventory and the superficial condition of the same.

5.11 All electrical items are considered complete with plugs, bulbs, flexes etc, unless otherwise specified. When practical to do so, appliances will be tested for power only.

5.12 Meter readings will be read and noted where possible. It is the client's responsibility to inform the Company of the locations of any such meters. If the inventory clerk is unaware of, or unable to locate or has unreasonable access to meters, the meters will remain unread and the inventory clerk will not revisit the property, save on payment of an additional fee.

5.13 The Client is responsible for the security, heating, plumbing and meter usage of the property.

5.14 Battery powered Smoke detectors will be tested where possible and it is the Client's responsibility to be aware of any relevant legislation.

5.15 Where possible photographs will be taken at an inventory make or check-in (unless otherwise requested in writing) and be made available in the event of a dispute at check-out for a fixed fee.

Dilapidations

6. On termination of the tenancy the Report is rechecked, and any discrepancies and/or variations will be reported to the Client.

A separate report may be requested for an additional fee to 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.

Regulations

7.1 Compliance with all regulations published by the Department of Trade and Industry / Trading Standards and/or similar bodies are the sole responsibility of the Client.

7.2 The Gas Safety (Installation and Use) Regulations 1994, amended by Statutory 1996, and The Regulations Re-enact 1998 - when the Report notes that the certificate has been seen, this does not mean any records have been authenticated by the Company. It is not a statement that the item can be considered to comply with the required regulations but merely a documented note that the certificate existed on the date of the inventory make.

7.3 The Electrical Equipment (Safety) Regulations 1994 and The Plugs & Sockets etc (Safety) Regulations 1994 - when the Report notes that the certificate has been seen, this does not mean any records have been authenticated by the Company. It is not a statement that the item can be considered to comply with the required regulations but merely a documented note that the certificate existed on the date of the inventory make.

7.4 Where the Report notes 'FFR label seen', this does not 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 guides published by a regulatory or similar organisation at the time of the inventory make.

Keys

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

Exclusions of Liability and Indemnity

9 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

10 This Contract shall be governed by English Law and Scottish Law.

Contract

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