

Inventory Services Terms and Conditions

Terms and Condition of Business for services that are provided in the form of inventory report make (the Report), check-in appointment, check-out appointment and Report make, inventory update reports, inventory update appointments and report make or any related services (Services) between Ascot Ltd trading as 'Morgan Randall' (the Company) and the Estate Agent or Management Agent (Instructing Principal), the Landlord or Tenant (the Client). The commissioning of Services by an Instructing Principal on behalf of their Client or the Clients legal representative of the Client, shall be deemed acceptance of and agreement to these terms and conditions.

Notification The Client shall notify the Company directly of Services required offered by the Company either verbally or in writing via any medium. Prior to engagement of Services by the Company the Client is required to read the Company's Terms & Conditions.

Provision of Services If the Client wishes to engage an Instructing Principal as a representative for services required, it is the responsibility of the Instructing Principal and not that of the Company to ensure that the Client is aware of the Terms & Conditions offered by the Company.

The Company does not recognise a plea of ignorance by either the Instructing Principal or that of the Client.

Please note Services cannot be exchanged and pricing options are only applicable in totality.

Fees It is the responsibility of the Instructing Principal or Client commissioning Services from the Company to pay all fees for Services rendered to or on behalf of the Client in accordance with the Company's scale of fees.

Any Instructing Principal shall pay all fees due as the result of Services provided within the due date stated on the presented invoice.

If the Client is not represented by an Instruction Principal the Client shall pay all fees due prior to the date and time of the Services given.

The Company reserves the right to apply an interest charge for late payments for any fees more than 14 (fourteen) days overdue from the date of invoice at the rate of 2.5% nett compounded monthly. Interest will be applied both prior to and subsequent to any Court Judgement.

If in the event Services are commissioned by either the Instructing Principal or the Client and that Services cannot be delivered, whether or not due to circumstances beyond the Instructing Principal or Client control and sufficient notice has not been made to the Company, of which 'sufficient' in this case constitutes 24 (twenty-four) hours, an abortive fee will be chargeable. The abortive fee will be 35% of the invoice total or £58.75 whichever is greater.

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

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

Complaints Any circumstances allegedly giving cause for complaint about Services provided or an invoice, must be notified to the Company by the Client or Instructing Principal on behalf of the Client within 3 (three) working days of the Services being completed or receipt of invoice and confirmed in writing no later than 7 (seven) working days as 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 Clients if the Company's representative did not attend a check-in appointment or sign on behalf of the Client. It has to be accepted that any time lapse between the completion of the inventory report make and the check-in date the time cannot be independently verified by the Company. It has to be acknowledged that any amount of damage, items removed or added to the property may occur within this period.

The Company will, providing the original inventory make for Services was provided by the Company and that this inventory make was signed by a Company representative on behalf of the Client, go to court to argue any dilapidation assessments on termination of the tenancy, between Clients. A fee will be chargeable.

In the event of a dispute between Clients and all fees have not been paid in full any reports delivered from Services remain the sole property of the Company and therefore cannot legally be used without written permission of the Company in any Court of Law.

Services

The Report prepared 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.

The Report enables items to be visually identified only, 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 do they purport to be a qualified surveyor. The inventory report make should not be used as a structural survey report.

The Company does not accept any responsibility for any error or omission of data within a Report.

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

It is important to note that 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, this delay may encompass a search and match fee. The search and match fee will be additional to current scale of fees.

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

Inaccessible areas and loft spaces will not be searched or listed on the Report.

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

All measurements given are approximate.

All colours within the Report are to mean description of colour only and not that of any metals.

The company has the right to amend any part of the Service or pricing at their discretion in line with future market changes or updated legislation or deemed to be relevant by the Company.

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, merely a documented record that such items exist within the property, at the date of the inventory make and the superficial condition of the same.

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.

Meter readings will be read and noted at the check-in and check-out appointment only. It is the Clients' responsibility to inform or make aware of to the Company the locations of any such meters. If the Company is unaware of, or unable to locate or has unreasonable access to meters, the meters will remain unread and the Company will not undertake to revisit the property on behalf of the Client or Instructing Principal.

The Instructing Principal and/or Client is responsible for the security, heating, plumbing and meter usage of the property both pre and post Service.

Dilapidations

On termination of the tenancy the Report is rechecked, any discrepancies and/or variations will be reported to the Instructing Principal or Client. The check-out report will indicate, in the opinion of the Company, as to whether there is any liability on the tenant, or whether such deterioration could be assessed as fair wear and tear. Fair wear and tear is assessed on the length of the tenancy and the type of occupancy, noting 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

All regulations published by the Department of Trade and Industry / Trading Standards and/or similar bodies are the ultimate responsibility of the Instructing Principal or the Landlord.

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

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

Where the Report notes 'FFR label seen', this should not be interpreted to 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 said bodies at the time of the inventory make. It is not a statement that the item can be considered to comply with the regulations.

Keys	The Company cannot accept responsibility for any lost or unaccounted keys.
Exclusions of Liability and Indemnity	In the event that the Instructing Principal or Client give the Company instructions which are followed in good faith and which turn out to be unlawful or to result in an unlawful act or otherwise give rise to any kind of claim you will provide the Company with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions.
Law and Jurisdiction	<p>This Contract shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England.</p> <p>Any proceedings arising out of or in connection with this Contract may be brought in any Court of competent jurisdiction in England whose Courts shall have exclusive jurisdiction.</p>
Contract	No variation to these terms will be effective unless agreed in writing by an authorised signature of the Company.