

# CAPITAL INVENTORIES

## Private Landlord Terms & Conditions

### 1. DEFINITIONS

Property:	A rented dwelling as defined by an Assured Shorthold Tenancy Agreement.
Company:	Capital Inventories and their Approved Subcontractors.
Landlord:	A Landlord, or instructing representative issuing an Assignment
Tenant:	A person or their representative renting a Property from a Landlord
Assignment:	Any instruction to complete an inspection and its corresponding report as received by the Company from the Landlord as defined below
Inventory:	An Assignment defining the general condition of a Property and its contents prior to a Tenant occupying the Property
Check-in:	An Inventory's verification by a Tenant and a Landlord, Company or Clerk prior to the occupation of the Property
Check-out:	An Assignment - with or without the Tenant or Landlord - defining differences between that indicated by the Inventory and that seen within the Property at the end of a tenancy
Update:	A re-compiled Inventory completed at the time of a Check-out or Check-in using an existing hard and soft copy of a current existing Inventory
Snagging:	An inspection of a new-build or converted property – usually prior to completion. Interim: An Assignment defining the general state of a Property and its contents midway of a tenancy period
Clerk:	A person or persons representing the Company completing an Assignment
Disclaimer:	A document containing useful information for Landlords and Tenants as included with an assignment or as published on the Company's web site
Price List:	A published relevant fee structure available on request to the Landlord from the Company for an Assignment

### 2. ORDERS / INSTRUCTIONS / CONDITIONS

The Company can accept an instruction for an Assignment via e-mail or telephone. Once an instruction is received, an Agreement is deemed to exist between the Company and the Landlord under these Terms and Conditions. Confirmation of an Assignment made via e-mail will be confirmed by return email. Any other instruction will be confirmed verbally via telephone. Confirmation will define the Assignment to which the Company and any assigned Clerk will work. Any errors contained within any confirmation not corrected by a Landlord upon receipt will be at the liability of the Landlord.

### 3. CANCELLATIONS / ABORTED / WAITING TIME

The Company reserves the right to make a full charge to the Landlord for the cancellation of an Assignment within 24 hours of the intended date and time. A nominal fee of £30 will be levied should the Assignment be aborted, for whatever reason, including mis-instruction, after the Clerk has arrived at the Property. This nominal fee is subject to the assignment being rebooked with Inventoryclerk.com and is passed entirely to the Clerk. In the event the assignment is

not rebooked with Inventoryclerk.com the full fee for the assignment will be charged. A charge of £10.00 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 Landlord, 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.

To obtain an accurate Inventory, the property should be ready to let i.e. clean and with all repairs completed and all items removed except for fixtures and fittings that are to be included in the inventory.

The Clerk reserves the right to abort an Assignment, made by appointment, where the conditions at the property make it impossible to identify the items on the inventory or to make a new inventory. This may include (but is not an exhaustive list):

- Tenants are still in bed and are unwilling to get out of bed
- Tenants are in a state of undress
- Work surfaces and floors are not accessible for inspection.
- The landlord's or outgoing tenant's personal possessions are present and the property is not ready to let
- Cleaners, decorators, and other tradesmen are still working on the property

Any of the above circumstances will be reported urgently to the Landlord.

Duties carried out by either the Clerk or Company outside the definition of the Assignment may be chargeable by separate negotiation. Assignments to be carried out outside of normal office hours, and confirmed by the Company, will attract a premium fee by separate negotiation.

The Company's normal office hours are: Monday -Friday 09.00 to 17.00, Saturdays 09:00 to 13:00 (Weekends and Public Holiday Assignments will be considered by separate negotiation). The Company may be available outside these hours

#### **4. PRICE & PAYMENT TERMS**

It is assumed that the size and furnishings of the assigned Property shall be of reasonable proportions relating to the information given to the Company at the time of booking. 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. The Company reserves the right to make a charge of £1.00 per mile for an assigned Property located further than 5 miles from an assigning Landlord's premises and/or the location of the keys.

Payment for an Assignment is due prior to the Assignment taking place. The Company or the Clerk, reserves the right to make a charge for any additional expenses incurred by the Company or the Clerk, as a result of Landlord error (including incorrect keys supplied).

Credit Facilities are not normally offered to Landlords. Payment is accepted by credit card or cheque prior to the visit to the property and the release of the Assignment documents.

If payment is not made prior to the assignment date the Company or Clerk, reserves the right to abort the Assignment without further notice.

#### **5. SAFETY AND SECURITY**

It is understood by the Company and Clerk that the Property related to any Assignment is in sound and safe condition, posing no risk whatsoever to the health or safety of any assigned Clerk.

#### **6. INSURANCE**

The Company and all Clerks carry appropriate Public Liability insurance and Legal Expenses Cover. Details are available to view in their original format by a Landlord from the Company or Clerk, on request.

#### **7. LIABILITY**

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

**8. DELIVERY / INTELLECTUAL PROPERTY**

The Company or Clerk will endeavor to deliver to the issuing Landlord 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 Landlord 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.

**9. FORCE MAJEURE**

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

**10. CONFIDENTIALITY & NON-COMPETITION**

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.

**The Landlord must not directly or indirectly approach any Clerk or other Sub-Contractor of the Company for a period of at least one year following any booking with the aim of negotiating fees or bookings directly for Inventory Services**

Name (Print):.....

Signature:.....

Date:.....