

Terms & Conditions

1. Definitions

The following expressions shall have the following meanings:

1.1 "Supplier" means inventory reports . london.

1.2 "Compiler" means any person writing the report on behalf of the Supplier;

1.3 "Customer" means any person who purchases Services and/or Products from the Supplier;

1.4 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.5 "Proposal" means a statement of work, quotation or other similar document describing the Services and/or the Products;

1.6 "Services" means the services as described in the Proposal and include any materials required to complete the work;

1.7 "Products" means any products supplied by the Supplier to the Customer;

1.8 "Terms & Conditions" means the Terms & Conditions of supply of Services and/or Products set out in this document and any subsequent Terms & Conditions agreed in writing by the Supplier;

1.9 "Order" means the formal acceptance by the Customer of the Proposal;

1.10 "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporating these Terms & Conditions.

2. General

2.1 These Terms & Conditions shall apply to the Agreement for the supply of Services and/or Products by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.

2.2 Any variation to these Terms & Conditions must be agreed in writing by the Supplier.

2.3 Nothing in these Terms & Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms & Conditions shall affect the Customer's statutory rights as a Consumer.

3. Proposal

3.1 The Proposal for Services and/or Products is attached to these Terms & Conditions.

3.2 The Proposal for Services and/or Products shall remain valid for a period of 30 days.

3.3 The Proposal must be accepted by the Customer in its entirety.

3.4 The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier.

3.5 The Agreement between the Supplier and the Customer, incorporating these Terms & Conditions, shall only come into force when the Supplier confirms an Order in writing to the Customer. Prior to any confirmation the Supplier has the right to refuse any Order.

4. Services, Products and Delivery

4.1 The Services and/or Products are as described in the Proposal.

4.2 Any variation to the Services and/or Products must be agreed by the Supplier in writing.

4.3 Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the Supplier are for the sole purpose of giving an approximate idea of the Products and/or Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.

4.4 The Services and/or Products will be delivered between the hours of 08:00am and 18:00pm. The Supplier may vary these times by intimating in writing details of the change to the Customer.

4.5 Dates given for the delivery of Services and/or Products are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

4.6 The Inventory Report will provide a factual record of the items in the property at the date of the inspection and the general condition of the same. An Inventory Report is not a building survey and will not make reference to the structure or basic fabric of the property.

4.7 The Supplier will not provide a valuation of the items contained in the Inventory Report and no warranty or guarantee is given in respect of such value.

4.8 All items are considered to be in a good clean condition unless otherwise stated.

4.9 The Compiler of Inventory / property reports is not an expert in decoration, furnishings or fabrics etc. It is understood that they are presenting a layman's description of listed items and that all descriptions given in a report are for

identification purposes only. Where the words "silver", "chrome", "oak", "pine", etc are used, it is understood that this is a description of the colour and or type of the item and not the actual fabric.

4.10 New items will only be described as such when they are in a new building, still in their wrappings, or with a receipt.

4.11 The Compiler will not complete a section of the Inventory Report or Property Inspection for parts of the property that are not readily available. This includes, but is not limited to, attics, basements, lofts, cellars, locked or inaccessible rooms, poorly lit rooms or rooms housing a dog or any other potentially dangerous animal.

4.12 An Inventory Report / Property Inspection will not include any items which are located in an inaccessible place, perishable items such as houseplants, garden plants, food items, garden livestock or the contents of sheds and garages (other than tools which appear new and unused), minor household items such as cleaning materials, light bulbs, etc. A general photograph will be taken to indicate the existence of such items.

4.13 An Inventory Report will list but not itemise or count contents contained in drawers or cupboards, this includes, but is not limited to, crockery, pots, pans, cutlery, utensils, ornaments and bedding. A general photograph will be taken to indicate the existence of such items.

4.14 The Compiler will not undertake to move large and or heavy items of furniture which includes, but is not limited to, appliances, beds, sofas and wardrobes. Every effort will be made to check both sides of mattresses and slats of beds if it is safe to do so. If unable to do so, this will be made note of in the report. If beds are fully made up the Compiler will not remake beds.

4.15 Unless the Inventory Report, Check-out or Property Inspection is carried out during daylight hours, the garden and exterior of the property will not be included in the inspection.

4.16 Electrical appliances, machinery, boilers, gas appliances, radiators, water supply and other similar items will not be tested. Main lighting is solely tested to provide an indication as to whether light bulbs are working correctly. Electrical items may be tested by a qualified electrician only. The fire and safety regulations regarding all furniture, gas, electrical and similar services are ultimately the sole responsibility of the Customer.

4.17 Provided that the Compiler is able to locate utility meters, applicable readings will be included within the Inventory Report / Property Inspection. If meters are located above head height, beneath undergrowth or are in some other way not readily accessible, then readings will not be taken.

5. Price and Payment

5.1 The price for Services and/or Products is as stated in the Proposal and exclusive of VAT as applicable and any other charges as outlined in the Proposal.

5.2 The terms of payment are as stated in the Proposal.

5.3 The Customer must settle all payments for Services and/or Products within the agreed payment terms stated on the proposal.

5.4 The Customer will pay interest on all late payments at a rate of 8% per annum above the base lending rate of Bank of England and be liable to pay the Company compensation under the Late Payment of Commercial Debt (Interest) Act 1998 (as amended).

5.5 The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.

5.6 The Customer is not entitled to withhold any monies due to the Supplier.

5.9 The Supplier is entitled to vary the price to take account of:

5.9.1 Any additional Services and/or Products requested by the Customer which were not included in the original Proposal;

5.9.2 Any increase in the cost of materials;

5.9.3 Any additional work required to complete the Services which were not anticipated at the time of the Proposal;

5.9.4 any delays caused to the Supplier in the completion of the works attributed to the Customer (including their Agent, or Occupier(s) of the subject property) failing to provide pre-appointed access or failing to be available whilst the Service(s) are being provided to give the Supplier ad-hoc instructions from time to time as required and any variation must be intimated to the Customer in writing by the Supplier.

6. Customer Obligations

6.1 The Customer will provide access to the Supplier at the times specified in these Terms & Conditions and will co-operate with all reasonable requests by the Supplier.

6.2 The Customer will provide electricity, water and toilet facilities to the Supplier for the purpose of completing the Services.

6.3 The Customer will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.

6.4 The accuracy of any information / measurements requested by the Supplier for the supply of Products / Services shall be the responsibility of the Customer and any expenses incurred by the Supplier as a result of inaccuracies shall be met by the Customer.

6.5 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customers failure to comply with the obligations as defined by these Terms & Conditions.

6.6 The Customer shall inform the Supplier of the whereabouts of all relevant meters and ensure these are checked by the relevant utility company.

7. Supplier Obligations

7.1 The Supplier shall supply the Services and/or Products as specified in the Proposal.

7.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.

7.3 The Supplier shall comply with all relevant health and safety regulations.

7.4 The Supplier shall ensure that all necessary licences and permissions required to provide the Services and/or Products are current and in place before commencement of any work.

7.5 The Supplier shall take all reasonable steps to protect furniture and floor coverings when providing the Services.

7.6 Where appropriate, the Supplier shall be registered with the relevant organisation for the purpose of self-certification.

7.7 The Supplier shall hold valid public liability insurance policies.

8. Aborted Visit / Cancellation

8.1 The cancellation of an order for Services and / or Products must be made in writing to the Supplier a minimum of 48 hours before the scheduled appointment to avoid cancellation charges

8.2 Cancellations made within 48 hours of an appointment are subject to a cancellation fee equal to 50% of the scheduled report cost.

8.3 Aborted visits caused by the customer (including their agent, or occupier(s) of the subject property) are chargeable at 80% of the scheduled report cost.

8.4 Upon payment of the abortive fee the Supplier will arrange a further inspection of the property to produce the Inventory Report.

9. Guarantee

9.1 If the Services and/or Products are found to be defective in accordance with these Terms & Conditions then the Supplier shall, at their sole discretion, re- perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products.

9.2 Where the Services and/or Products are defective or do not comply with the Agreement the Customer must notify the Supplier in writing within 7 calendar days from the date of delivery.

9.3 If the Supplier is not notified within the timescales laid out in clause 9.2, the Services and / or Product supplied shall be deemed to be agreed to, accurate and of an acceptable quality and the Supplier has no obligation to remedy the defect(s) in terms of this clause 9.

10. Intellectual Property Rights

All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the Supplier.

11. Property and Risk

Title or ownership of any property or materials belonging to the Supplier remains with the Supplier until payment is received from the Customer in full.

12. Default

12.1 The Agreement shall continue until the Services and/or Products have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms & Conditions.

12.2 The Customer may terminate the Agreement if the Supplier fails to comply with any aspect of these Terms & Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.

12.3 The Supplier may terminate the Agreement if the Customer has failed to make over any payment due within 7 working days of the sum being requested unless otherwise stated due to interim payment terms.

12.4 Either party may terminate the Agreement by notice in writing to the other if:

12.4.1 the other party commits a material breach of these Terms & Conditions and, in the case of a breach capable of

being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

12.4.2 The other party commits a material breach of these Terms & Conditions which cannot be remedied under any circumstances; or

12.4.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

12.4.4 The other party ceases to carry on its business or substantially the whole of its business; or

12.4.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

12.5 In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.

12.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

13. Warranties

13.1 The Supplier warrants that the Products will, at the time of delivery, correspond to the description given by the Supplier.

13.2 The Supplier warrants that the Services will be performed using all reasonable skill and care.

13.3 Without prejudice to clause 13.1 and clause 13.2 and except as expressly stated in these Terms & Conditions, all warranties whether express or implies, by operation of law or otherwise, are hereby excluded in relation to the Service and/or Products to be provided by the Supplier.

14. Limitation of Liability

14.1 Nothing in these Terms & Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Service and/or the Products.

14.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

14.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services or supply the Products by any agreed completion date.

14.4 The Supplier will not accept any liability, either financial or otherwise, for any lost or unaccounted keys.

14.5 The Supplier accepts no liability, either financial or otherwise, if they were not the Compiler of both the Inventory report and the Check-out report.

15. Indemnity

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms & Conditions.

16. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

17. Assignment

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

18. Severance

If any term or provision of these Terms & Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full

force and effect as if these Terms & Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms & Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms & Conditions.

20. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21. Entire Agreement

These Terms & Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

21. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the England and Wales courts.