



# Terms & Conditions

## 1.0 General

1.1 These terms and conditions of business are for the services provided by Horizon Inventory Services Ltd, an independent property inventory company and service supplier to the property lettings market to any instructing principal and/or client. The commissioning of the Horizon Inventory Services Ltd property inventory services by any instructing principal on behalf of their client, the client or the clients legal representative is deemed to be in agreement with these terms and conditions.

## 2.0 Provision of services

2.1 If the client appoints an instructing principle as their representative to commission Horizon Inventory Services Ltd for any type of service, it is the responsibility of the instructing principle and not that of Horizon Inventory Services Ltd to make the client aware of these terms and conditions of business.

2.2 Horizon Inventory Services Ltd do not accept or recognise a plea of ignorance by either the instructing principal or that of the client.

## 3.0 Fees

3.1 It is the responsibility of the instructing principle commissioning services to pay all fees for services rendered to or on behalf of the client in accordance with the scale of fees.

3.2 An instructing principal shall pay all fees due as the result of services provided within the period agreed and stated on the presented invoice.

3.3 If the client is not represented by an instructing principle the client will pay all fees due prior to or at the date and time the services are to take place, failure to do so will result in the services not taking place.

3.4 Horizon Inventory Services Ltd reserves the right to apply interest charges for the late payment of any fees overdue for more than fourteen working days after the period stated on the presented invoice, at a rate of 4% net which will be added monthly.

3.5 In the event an Horizon Inventory Services Ltd representative attends an appointment as commissioned by an instructing principle and/or client and the service cannot be carried out, whether or not this is due to circumstances beyond the instructing principle and/or client control, Horizon Inventory Services Ltd reserve the right to charge an abortive fee at a rate of 50% of the full invoice amount.

3.6 In the event any discrepancy caused by the instructing principal and/or the client, resulting in the service needing to be carried out again, the second or 'new' appointment will be treated completely separate to the prior and charged at full cost.

3.7 All reports generated by Horizon Inventory Services Ltd and delivered via any type of medium remain the sole property of Horizon Inventory Services Ltd until all fees are paid in full.

3.8 In the event an appointment is cancelled by the instructing party withing 24 hours of the confirmed appointment, Horizon Inventory Services Ltd reserve the right to charge a late cancellation fee at a rate of 25% of the full invoice amount.

#### **4.0 Disputes and Complaints**

4.1 Any circumstances allegedly giving cause for complaint about the services or invoice for services provided by Horizon Inventory Services Ltd must be notified by the client and/or instructing principle on behalf of the client within 5 working days of the services being completed and/ or before any tenancy deposit/ bond is returned to the tenant.

4.2 Horizon Inventory Services Ltd does not accept any responsibility for any error or omission of data within a report

4.3 In the event of a dispute between clients and all fees have not been paid in full, any reports delivered by Horizon Inventory Services Ltd, remain the sole property of Horizon Inventory Services Ltd and therefore cannot be used in any way without written permission.

4.4 Horizon Inventory Services Ltd reserves the right not to attend court for any dispute arising out of a dilapidation assessment between clients if Horizon Inventory Services Ltd representative did not attend the original check-in appointment or sign on behalf of the client.

4.5 Horizon Inventory Services Ltd will, providing the original report for services was provided and signed by an Horizon Inventory Services Ltd representative on behalf of the client; go to court to argue any dilapidation assessment on termination of the tenancy.

#### **5.0 Services**

5.11 The reports prepared by Horizon Inventory Services Ltd are intended as an independent, fair and accurate record of the décor, fixtures and fittings and furniture which compose the internal content of the property, the condition of these items and the internal condition of the property. The report enables items to be visually identified only; no attempt will be made to ascertain the original manufacturer or period in which an item was produced. The report is no guarantee of the adequacy, or safety of all/any furniture, equipment and contents, merely a record that they exist in the property and the time the report is carried out.

5.12 The inventory clerk preparing a report is not an expert on fabrics, materials, antiques etc. or a qualified surveyor. All colours within the report are to mean description of colour only and not that of any metals. No attempt will be made to place monetary value on the property or its contents, or to determine whether an item is genuine or reproduction. Any report provided by Horizon Inventory Services Ltd should under no circumstances be used as a structural survey report.

5.13 Horizon Inventory Services Ltd representative will not undertake to move heavy, large, awkward and/or valuable items of furniture

5.14 Items left in inaccessible places, lofts, cellars or in any areas behind locked doors will not be listed and/or inspected and are the sole responsibility of the client.

5.15 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 will result in delay on appointment.

5.16 Any plants, cleaning materials, food and drink goods and spare light bulbs are considered perishable items and will not be listed on a report. Horizon Inventory Services Ltd will not undertake to list any large number of books, cutlery, CD's and/or DVD's individually.

5.17 Horizon Inventory Services Ltd will attempt to test electrical appliances for power only and only when practical and safe to do so. All electrical items are deemed complete with fixings (plugs, flexes etc) unless otherwise stated.

5.18 Utility meter readings will be read and noted at check-in and check-out. It is the clients and/or instructing principle on behalf of the client responsibility to state the location of any such utility meters. If unaware of, unable to locate or has unreasonable access to meters, the meters will remain unread. Horizon Inventory Services Ltd reserve the right to refuse to return to a property at a later stage on behalf of the client and/or instructing principle to read the utility meters.

5.19 The instructing principal and/or client are responsible for the security, heating, and plumbing and meter usage of the property both pre and post Horizon Inventory Services Ltd

5.2 It has to be accepted that any time lapse between the completion of the inventory report and the check-in and/or check-out and subsequent check-in, cannot be independently verified by Horizon Inventory Services Ltd. It has to be acknowledged that some alterations (any amount of damage, items removed or added) to the property may occur within this period.

5.21 Horizon Inventory Services Ltd cannot accept responsibility for any lost or unaccounted for keys

5.22 Horizon Inventory Services Ltd has the right to amend any part of the service and/or pricing at their discretion in line with future market changes or updated legislation or deemed to be relevant by Horizon Inventory Services Ltd. In the event of any such changes, all existing customers will be notified either in writing or verbally of said changes before any additional services is booked.

## **6.0 Dilapidations**

6.1 On termination of the tenancy the check-in and/or inventory make report is checked again and any discrepancies and/or variations will be reported to the instructing principle and/or the client. The check-out report will indicate, in the opinion of Horizon Inventory Services Ltd representative, 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 determined on the length of the tenancy, the type of occupancy, the quality and durability of items, noting that certain items receive more use. Horizon Inventory Services Ltd acknowledge that the contractual terms listed in the tenancy agreement may overrule the opinion of the assessor.

6.2 Horizon Inventory Services Ltd does not accept the responsibility of any dilapidations and/or remuneration for any such dilapidations noted or not noted on the report.

## **7.0 Regulations**

7.1 All regulations published by the Department of Trade and Industry / Trading Standards / or any similar parties are the responsibility of the instructing principle and/or the client.

7.2 Where Horizon Inventory Services Ltd reports note that a/any certificate has been seen i.e. The Electrical Equipment Safety Regulations 1994, The Plugs and Sockets etc Safety Regulations 1994, The Gas Safety Regulations 1994 etc, this should not be interpreted to mean any records can be authenticated by Horizon Inventory Services Ltd. It is not a statement that an item can be considered to comply with the required regulations, merely a documented note that a certificate existed on the date the report was carried out.

7.3 Where the report notes 'fire label seen' this should not be interpreted to mean the item complies with the 'Furniture and Furnishings' (Fire, Safety & Amendments) 1993. It is a record that the item had a label as described or similar to that detailed, in the 'Guide to the Furniture and Furnishings' (Fire)(Safety) Regulations as published by Department of Trade and Industry, January 1997, (or subsequent edition), attached at the time this report was compiled. It is not a statement that the item can be considered to comply with the regulations.

## **8.0 Exclusions of Liability and Indemnity**

8.1 In the event that the client and/or instructing principle give Horizon Inventory Services Ltd instructions which are followed in good faith and which turn out to be unlawful or result in an unlawful act or otherwise give rise to any other claim, you will provide Horizon Inventory Services Ltd with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions.

## **9.0 Law and Jurisdiction**

9.1 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

9.2 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

## **10.0 Contract**

10.1 No variation to these terms will be effective unless agreed in writing by an authorised signature of Horizon Inventory Services Ltd.

## **11.0 Modifications of these Conditions of Use**

11.1 Horizon Inventory Services Ltd reserves the right to change the terms, conditions and notices at any time and such modifications shall be effective immediately upon posting of such changes. The client and/or instructing principal are therefore responsible for regularly reviewing these Terms and Conditions and additional terms or notices posted on Horizon Inventory Services Ltd website. The continued access of this website shall be deemed the client and/or instructing principle conclusive acceptance of the modified agreement

## **12.0 Disclaimer of Warrant / Limitation of Liability**

12.1 Horizon Inventory Services Ltd website and related information is provided by Horizon Inventory Services Ltd on an 'as is' and 'as available' basis. Horizon Inventory Services Ltd makes no express or implied warranties, representations or endorsements of any kind, or as to the operation of the website or the information, content, materials, or products included on the website. You expressly agree that your use of the website is at your sole risk.

12.2 To the full extent permissible by applicable law, Horizon Inventory Services Ltd disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. Horizon Inventory Services Ltd does not warrant that the website, its servers, or e-mail sent from Horizon Inventory Services Ltd are free of viruses or other harmful components. Horizon Inventory Services Ltd will not be liable for any damages of any kind arising from the use of the site, including, but not limited to direct, indirect, incidental, punitive and consequential damages. Horizon Inventory Services Ltd uses reasonable efforts to include accurate and up-to-date information on the website. Horizon Inventory Services Ltd assumes no liability or responsibility for any typographical or other errors or omissions in the content of the site. In the event that a product is listed at an incorrect price or with other incorrect information, Horizon Inventory Services Ltd shall have the right to refuse or cancel any orders placed for the product listed incorrectly. If a product offered by Horizon Inventory Services Ltd is not as described, your sole remedy is to return it to Horizon Inventory Services Ltd for a refund. All postage required to return a product will be at the buyer's expense.