

***TERMS AND CONDITIONS OF BUSINESS***

Acceptance of the Services is deemed to be an acceptance of the fees and these Terms and Conditions

The Clerk: ***Downs Inventory & Property Services (DIPS)*** or the person or persons appointed to inspect the premises for the purpose of preparing an Inventory or Check In or Check Out

The Premises:-The dwelling to be rented – house, flat or other property which will be the subject for the Inventory, Check in or Check Out

The Instructing Principal: - The person who commissions the assignment – i.e. Developer, Landlord, Managing Agent or Tenant

The Assignment: - An instruction to ***DIPS*** to complete an inspection for Inventory, Check In, Check Out or interim inspection in accordance with the following.

1. Notification of an assignment will be received from Instructing Principal by email, telephone (subject to written confirmation) or by Works Order. Full details are to be given of address, post code, name of tenant and contact numbers as appropriate, scheduled requirement date and invoicing details
2. Any errors not corrected by the Instructing Principal will remain the liability of the Instructing Principal
3. It is understood by ***DIPS*** and our Clerks in accepting assignments that the premises are in safe and sound condition and pose no threat to the health and safety of the visiting Clerk
4. Standard Fees are indicated in the Pricing List which is a guide only. The visit to the property may realise a change to any price estimated particularly if the size and the degree of furnishings are not of reasonable proportions relating to the information given at notification.
5. Every endeavour will be made to contact the Instructing Principal at this time but if contact fails it will be assumed that the assignment is to proceed and ***DIPS*** reserves the right to charge an increased fee
6. A furnished property may be lightly furnished with basic furniture and kitchen ware. If heavily furnished or with a large amount of miscellaneous items the price may increase to reflect the extra time taken to itemise and to produce the Inventory
7. ***DIPS*** reserves the right to levy a supplemental charge where the compilation of an Inventory exceeds 2hrs or the distance exceeds a radius of 20 miles from base where or when appropriate to do so
8. Duties carried out by the Clerk outside the definition of the assignment may be chargeable by separate negotiation
9. ***DIPS*** reserves the right to raise the full charge for an assignment cancelled with less than 24 hours notice unless it is rebooked. A nominal fee of £30 will be charged if an assignment is cancelled on the day of appointment or aborted even if rebooked for a later date
10. The Clerk will wait at the property for 20 minutes after the time of the appointment endeavouring to make contact with a tenant or Instructing Principal after which it will be assumed that the assignment is to be aborted or cancelled.

11. In the event that an assignment is not rebooked with **DIPS** or **DIPS** is unable to reschedule a new appointment within the required timescale the full fee will be charged
12. **DIPS** reserves the right to levy a charge for additional expenses incurred by the Clerk as a result of an error by the Instructing Principal (i.e. Incorrect keys supplied)
13. The Clerk reserves the right to abort an assignment where the condition at the premises makes it impossible to identify items or to make or update the Inventory or is sufficiently unclean to continue. This may include (not exhaustive):-Tenants still in bed and unwilling to give access or to cooperate for the Inventory, tenants are in a state of undress, work surfaces and floors are not accessible for inspection, Landlords possessions or outgoing tenants possessions are still present and the property is not ready for inspection or re occupation, cleaners, decorators or other trades are still working in the premises
14. **DIPS** reserves the right under these or similar circumstances to levy an abortive fee charge
15. Full payment is required within 14 days of the date of the Invoice preferably by BACS or automated transfer. Late payment will be charged at a daily rate of 5% above the Bank of England base rate on the outstanding balance until payment is received in full in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002
16. If a person has to be traced for payment the cost will be added to the final cost incurred
17. The Inventory is prepared 'as seen' and provides a fair and accurate record of the premises and contents and condition of same on the day
18. The Inventory should not be used as an accurate description of each and every item of furniture and equipment, nor as a structural survey or valuation report. That is to say that the Clerk preparing the Inventory is not an expert in fabrics, woods, materials, antiques etc. nor a qualified surveyor or valuer
19. For an accurate Inventory the premises should be ready for occupation - i.e.clean, all re decorative work and repairs completed and all items removed except for those to be entered on the Inventory
20. Electrical and Gas appliances will not be tested nor central heating systems or boilers. Smoke alarms and security alarms will not be tested. Lights will only be tested to the extend that a lamp is in place and working
21. Fire and Safety Regulations in respect of furnishings, gas, electrical and other services remain the responsibility of the Instructing Principal
22. Where noted on the Inventory that a Fire Label is present it should not be interpreted that the item complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, merely that a label has been seen
23. The Inventory, Check In and Check Out reports have been prepared assuming that fixtures and fittings have not been moved nor any items of furniture where unsafe or heavy to do so, nor items that are fragile
24. Items stored in boxes, bags and cupboards or otherwise inaccessible will not be inspected **DIPS** reserves the right to levy an additional fee if recalled to do so

25. Bed linen, towels etc will be inspected to the extent that they are clean only and as seen. Soiled items or lined stuffed into cupboards will not be listed, nor inspected. All should be freshly laundered and left on top of a bed for identification
26. Mattresses are inspected only where accessible and not if a bed is made up and may not be turned
27. No inspection will take place of lofts, cellars or attics unless they are habitable, nor sheds or garages other than by general description unless otherwise instructed and there is ease of access
28. Books and DVD's will not be listed. They may be grouped together as an 'assorted quantity or collection. Consumables and items of no commercial value will not be listed
29. House and garden plants will not be included in the Inventory other than by general description where considered appropriate, nor fish in ponds etc.
30. Location of utilities meters should be made known to the Clerk – readings will only be taken where they are accessible
31. Unless otherwise stated it is accepted that any listed item is in good, clean condition free from any apparent defect
32. **DIPS** endeavours to deliver completed Inventories and reports electronically to the Instructing Principal within 5 to 7 working days of the assignment. Many are completed sooner. Copies of notes made at Check In and Check Out can frequently be provided within 24 hours with a report to follow. Printed copies of Inventories and reports can be issued on request as well as digital images on CD which will incur an additional cost of £5
33. The Instructing Principal is responsible for checking the report on delivery and it is the responsibility of the Instructing Principal or Landlord and the Tenant to agree the accuracy of the Inventory. Any dispute over content or description must be registered within 5 working days. The Tenant should check all electrical appliances and report any defects as appropriate
34. **DIPS** or their representative Clerk is not liable for delays in performance (including delivery of documentation) caused by circumstances beyond its reasonable control.
35. Inspection of the property at Check Out is not an exhaustive examination of every item and may not always discover items covered up apparently unbroken or undamaged, placed in such a way as to avoid discovery or inadequately described in an Inventory. During the course of work being carried out based on comments made at Check Out further problems may be discovered
36. All assignment reports and those delivered electronically remain the property of **DIPS**. Hard copies may be printed, copied or retained but may not be electronically copied, altered or retained. **DIPS** reserves copyright and no part of the document may be reproduced without the express permission of **DIPS**
37. **DIPS** holds Public Liability and Professional Indemnity Insurance. Details will be provided on request to the Instructing Principal. Liability is in accordance these insurance details and the disclaimers found in these terms and the reports