**TERMS & CONDITIONS** 

This inventory report is a fair and accurate report which describes the property's contents, conditions and cleanliness for

rental purposes only. This document is no guarantee of, or report on, the adequacy of, or safety of any such equipment of

contents, merely a record that such items exist in the property as at the date of the inventory report and check-in and the

superficial condition of same.

The inventory only extends to parts of the property that are readily accessible. All other parts of the premises, for example

attics, garages, basements, lofts and cupboards full of items which are not relevant to the inven888tory, are specifically

excluded. The compiler cannot undertake to search in inaccessible places, through overcrowded drawers or cupboards, nor

will the compiler undertake to move heavy furniture or bulky items.

This inventory has been prepared for identification purposes only and in no way constitutes a valuation or statement of

authenticity.

Unless the inventory is carried out in daylight hours, the garden and exterior of the premises have not been inspected.

This inventory has been prepared on the accepted principle that, in the absence of marginal comments, items are visibly free

of defects, soiling, damage or missing parts.

Electrical appliances, machinery, boilers, gas appliances, radiators, water supply and other similar items are not tested.

Lighting is solely tested to indicate whether light bulbs are working at time of check-in), however, this is not an indicator that

such items are functioning correctly or comply with the relevant safety regulations. Electrical items may be tested for safety

by a qualified electrician only.

Towels, bed linen and other similar items have only been inspected if laundered.

Burglar alarms and smoke detectors are not tested.

Meter readings may only be taken if these are located and readily accessible and, in any event, these should be checked by

the relevant utility company.

Property left in lofts, cellars and locked rooms, which have not been inventoried, are the sole responsibility of the Landlord.

The Fire and Safety Regulations regarding Furniture, Gas, Electrical and similar services are ultimately the responsibility of the

Instructing Principal. Where the inventory notes "Fire Safety label seen" this should not be interpreted to mean that 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 the inventory being

compiled. It is not a statement that the item can be considered to comply with the Regulations.

It is the responsibility of the landlord and the tenant, or the respective agent, to agree between them the accuracy of this

report.

### **CONFIDENTIALITY:**

- (a) The Client undertakes that it shall use the Information provided in our reports solely for the internal purpose of its own business and (save as is required by law) will:
  - (i) Keep the information strictly confidential.
  - (ii) Not publish all or any part of the Information.
  - (iii) Not divulge or disclose all or any part of the Information to any third party other than for the sole purpose of property rental.
- (iv) Permit access to the Information only to those of its officers or employees who need to know or use the same and ensure that such officers or employees comply with the provisions of sub clauses (i) to (iii) above.

## **LIMITATION OF LIABILITY:**

The Client will indemnify and keep fully indemnified its officers employees or other agents against any third party claim or action made or instituted against any of them in respect of any losses, damages cost or other expenses in connection therewith (including without limitation any payment by The Independent Inventory Company on legal advice to settle any such claim or action) which is either due to the Client (by act or omission) rendering the Information inaccurate or incomplete or arises otherwise in connection with this agreement but (in connection only to the Client's use of the Services) save to the extent that The Independent Inventory Company is in default.

#### **PAYMENT OF CHARGES:**

(a) The Services requested by the Client will be charged to the Client at The Independent Inventory Company's standard rates from time to time in force. The Client will either make payment of such charges within fourteen days of the date of receipt of The Independent Inventory Company's correct invoice. (b) The Independent Inventory Company will charge interest of 10% above the Bank of England base rate on all overdue invoices.

### **STATUTORY COMPLIANCE:**

Both parties hereto undertake to each other that in respect of their obligations under this agreement they will at all times comply fully with all relevant statutory enactments and the Data Protection Act 1998 (and the data protection principles there under) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by governmental authority or equivalent body of competent jurisdiction.

## **INSTRUCTIONS CONDITIONS:**

The Independent Inventory Company can accept an instruction from the Client for a Report via, e-mail, telephone or fax. Once an instruction is received, an Agreement is deemed to exist between the Company and the Agent under these Terms and Conditions. Any instruction will be confirmed by fax or 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 an Agent upon receipt will be at the liability of the Agent.

The Independent Inventory Company reserves the right to make a charge to the Agent for the cancellation of an Assignment if the clerk has already begun their journey for the Assignment. The full Assignment fee will be levied should the assignment be aborted, for whatever reason, including mis-instruction, after the clerk has arrived at the Property. A charge of £50.00 per half 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 Agent, 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.

# **CANCELLATIONS:**

We require at least 8 hours notice to cancel or postpone a planned visit. Failure to do so will result in a £50.00 cancellation fee being charged. Less then 3 hours notice will be charged at full rate of service booked



Telephone: 0870 042 3576 E-mail: info@tiic.co.uk

# **TERMS & CONDITIONS**

# **FORCE MAJEURE:**

- (a) In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this agreement it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuation of the same it being agreed that each party shall use all reasonable endeavours to remove or avoid such force majeure with all reasonable dispatch.
- (b) The term "force majeure" as used herein shall mean acts of god strikes lockouts or other industrial disturbances acts of public enemy wars blockades insurrections riots epidemics landslides lightning earthquakes fire storm civil disturbances terrorism governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension all of which by the exercise of due diligence such party is unable to prevent.
- (c) In the event that the obligations of either party are suspended (as aforesaid) by reason of force majeure for a period in excess of 30 days then either party to this agreement may on giving written notice to the other terminate this agreement.

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#### LAW:

The laws of England to the exclusive jurisdiction of whose Courts the parties hereby submit unless otherwise agreed in writing between both parties hereto shall govern this agreement.



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