

PSH INVENTORIES

Client Terms & Conditions

1. DEFINITIONS

- 1.1 Property: A rented dwelling as defined by a Tenancy Agreement.
- 1.2 Company: PSH Inventories and/or its approved sub-contractors or Network Partner Companies.
- 1.3 Agent: A Letting Agent, Landlord, or instructing representative issuing an Assignment.
- 1.4 Tenant: A person or their representative renting a property from an Agent.
- 1.5 Assignment: Any instruction to complete an inspection and its corresponding report as received by the Company from the Agent.
- 1.6 Inventory: An Assignment defining the general condition of a property and its contents prior to a Tenant occupying the property.
- 1.7 Check-in: An Inventory's verification by a Tenant and a Agent, a Company or Clerk prior to the occupation of the property.
- 1.8 Check-out: An Assignment- with or without the Tenant or Agent- defining differences between that indicated by the inventory and that seen within the property at the end of a tenancy.
- 1.9 Interim: An Assignment defining the general condition of a Property and its contents at a point during the currency of a tenancy.
- 1.10 Clerk/sub-contractor: A person or persons representing the Company completing an Assignment.
- 1.11 Guidance/Disclaimer: A document containing useful information for Agents and Tenants as included with an Assignment or as published on the company's website.
- 1.12 Price list: A published relevant fee structure available on request to the Agent from the Company for an Assignment.

2. ORDERS / INSTRUCTIONS / CONDITIONS

- 2.1 The Company can accept an instruction for an Assignment via the online calendar, email, and telephone.
- 2.2 Once an instruction is received, an Agreement is deemed to exist between the Company and the Agent/Landlord/Client under these Terms and Conditions.
- 2.3 Confirmation of an Assignment made via the online calendar or email will be confirmed by return email. Any other instruction will be confirmed verbally via telephone or email.
- 2.4 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.

3. CANCELLATIONS / ABORTED / WAITING TIME

- 3.1 The Company reserves the right to make a full charge to the Agent/Landlord/Client for the cancellation of an Assignment within 24 hours of the intended date and time.
- 3.2 A nominal fee of £40 will be levied should the Assignment be aborted, for whatever reason, including mis-instruction, on the day of the booking unless the booking is below £40 then full price of the booking will be charged.
- 3.3 This nominal fee is subject to the Assignment being rebooked with the Company.
- 3.4 In the event the Assignment is not rebooked with the Company the full fee for the Assignment may be charged.
- 3.5 A charge of £10 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 Agent, incorrect notified location of keys or documentation, or any delay in gaining access to the Property beyond the control of the Clerk or Company, or where a property is unfit or unsafe for entry.
- 3.6 Duties carried out by either the Clerk or Company outside the definition of the Assignment may be chargeable by separate negotiation.
- 3.7 Assignments may be carried out outside of normal office hours, and confirmed by the Company, may attract a premium fee by separate negotiation.
- 3.8 The Company's normal office hours are: Monday-Friday 08.00 to 16.00 (Saturdays and Public Holiday Assignments may be considered by separate negotiation).

4. PRICE & PAYMENT TERMS

- 4.1 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 the booking.
- 4.2 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.
- 4.3 The company reserves the right to re-evaluate its price list with clients on a 6 month basis and any changes to the price list will be put in writing to the agent with 7 days notice.
- 4.4 The Company reserves the right to make a charge of £1 per mile for an assigned Property located further than 7 miles from an assigning Agents/Landlord/Clients premises.
- 4.5 Payment of Assignments becomes due upon receipt of an Invoice issued by the Company or the Clerk, which may accompany delivery of a documented Assignment.
- 4.6 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 Agent/Landlord/Client error (including incorrect keys supplied).
- 4.7 By accepting these terms and conditions the Agent/Landlord/Client authorises the Company or the Clerk, to carry out approved credit checks as it sees fit.
- 4.8 Upon approval of a credit account the Company or the Clerk, may write and advise the Agent/Landlord/Client of the credit limit available to them.
- 4.9 The Company or the Clerk, reserves the right to reduce credit limits or withdraw them totally in the future, in which case 7 days written notice will be given.
- 4.10 In the event of a credit limit being completely withdrawn the Agent/Landlord/Client will be required to immediately pay any outstanding monies owed to the Company or the Clerk.
- 4.11 Should the Agent/Landlord/Client no longer require a credit account with the Company or the Clerk, the Agent/Landlord/Client can cancel the agreement at any time by giving 7 days written notice and clearing all outstanding sums due to the Company or Clerk, by the end of the 7 day notice period.
- 4.12 The due date for payment is 14 days from the date the invoice was issued unless otherwise stated/agreed.

4.13 New agents/Landlords/Clients unable to supply credit references may be serviced on a cash-on-assignment basis only. This will be reviewed regularly and credit facilities may be offered in due course under our normal terms and conditions.

4.14 If payment is not made by the due date; the Company or Clerk, reserves the right to:-

- Charge interest at 3% above base rate from the due date of the payment to the date payment is received.
- Recoup reasonable administration costs incurred recovering late payments in accordance with Table A below.
- Take legal action or appoint debt collection agents to obtain payments. In the event, all the costs incurred to the Company or the Clerk, will be payable by the Agent/Landlord/Client on an indemnity basis.

Table A

Amount of debt outstanding Administration charge

Less than £1,000= £40

Between £1,001&£10,000=£70

Exceeds £10,000=£100

5. SAFETY AND SECURITY

- 5.1 It is understood by the Company or the 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 or sub-contractor.
- 5.2 Agents/Landlords/Clients must ensure that properties booked for services are not occupied by tenants or landlords and or their possessions unless the possessions are to be included within the report.
- 5.3 Agents/Landlords/Clients must ensure the properties booked for services are ready for the services to be conducted including; any property cleaning, decoration works, remedial works that will affect the service being conducted have been completed.
- 5.4 Clerks have the right to abort the visit should they discover that a property is either occupied, full of items that are not to be included within the inventory or the property is not ready for the service to be conducted.

6. INSURANCE

- 6.1 The Company and all the Clerks/sub-contractors carry appropriate Public Liability Insurance and Legal Expenses Cover. Details are available to view in their original format by an Agent/Landlord/Client upon request.

7. LIABILITY

- 7.1 According to the Company's Public Liability Insurance details as well as the inspection Disclaimer.

8. DELIVERY / INTELLECTUAL PROPERTY

- 8.1 The Company aims to carry out Assignments with reasonable care and skill. If any part of the Assignment is performed negligently or in breach of the provisions of these Terms, then, on request, the Company will re-perform the relevant part of the Assignment.
- 8.2 The Company will not be liable to re-perform any part of the Assignment unless you notify us in writing of any negligence or breach.
- 8.3 The Company or Clerk, will endeavour to deliver to the issuing Agent by agreed means Assignment documentation within 3 working days of the agreed Assignment date or time.
- 8.4 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.
- 8.5 The Agent is responsible for checking the Assignment on delivery.
- 8.6 Any dispute over content or description must be registered with the Company or Clerk, within 7 working days.

9. FORCE MAJEURE

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

10. CONFIDENTIALLY & NON-COMPETITION

- 10.1 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.
- 10.2 The Agent/Landlord/Client 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 fee or bookings directly for Inventory or Property related services that can be provided by PSH Inventories Limited.

- 10.3 Any provisions of these Terms and conditions which seeks to exclude or limit the liability of the company for breach of the terms implied by the supply of Goods and Services act 1982 shall not apply in the case of a consumer contract.

DISCLAIMER

This report is prepared by PSH Inventories Limited and is produced as an “as seen snapshot” of the property and its contents at the time of the inspection, and is compiled as a fair and accurate record of the property’s internal condition and its contents at the time of the inspection. The report should not be used as an accurate description of each and every piece of furniture and equipment or as a structural survey report, but can be used as a way of identifying the condition of everything recorded.

Because the Inventory Clerk preparing this report is not an expert on fabrics, woods, materials, antiques etc: nor is a qualified surveyor, valuer, or professional property inspector, they are not required to state whether an item is antique, made of precious metals, of unique origin, or whether it is new, despite the appearance obviously so, nor should the report be taken as any form of advice, no matter how worded.

Please be advised that items left in lofts, cellars or in locked rooms, garages and sheds that have not been noted in the inventory are the sole responsibility of the landlord, and although every reasonable effort will be made to record such rooms and items within such rooms or buildings, PSH Inventories Limited or their inventory clerks cannot be held responsible for any non-recording if there are adverse circumstances affecting access or viewing. Further, the observations may be limited where such items restrict full view.

Where inventories are completed with tenants in situ- i.e already occupying the property- and it is deemed difficult for Inventory Clerks to differentiate between that belonging to the Landlord or Tenant, the report may contain inaccuracies for which PSH Inventories Limited or their inventory clerks will not be held responsible, especially if areas within the property are inaccessible, or not seen through conditions prohibiting easy viewing.

It is highly recommended that validation of an Inventory, or any other PSH Inventories Limited report, be completed by landlord or tenant to confirm their accuracy. Any queries or discrepancies relating to the description or content must be addressed to the Inventory Clerk directly or the head office within 7 days of the date of inspection (if using the PSH Inventories Limited system, this period may differ according to a letting agent's criteria).

Please note that the Inventory, or any other PSH Inventories Limited reports, are compiled in such a way as to reflect that which the Inventory Clerk observed at the time of inspection and that any dilapidations, deficiencies, faults, breakages or dirt etc, are only noted if seen; otherwise that listed is presumed to be in good order even if not necessarily new or perfect.