SMART
INVENTORY SERVICE

Online terms and conditions for the supply of services—business-to-business (Agent terms)

Prepared by Parker Arrenberg Solicitors

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

In this contract:

- '**we**', '**us**' or '**our**' means Smart Inventory Service Limited;
- '**you**' or '**your**' means the business client using our site to buy services from us;
- '**fee'** means the payment you will make to us for the service you have requested we perform; and
- '**property'** means the premises you have instructed us to attend.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to admin@smart-inventory.co.uk ; or
- calling us on 0203 633 0666 (our telephone lines are open *Monday to Friday: 8am to 6 pm*]).

Who are we?

We are Smart Inventory Service Limited (trading as Smart Inventory Service), a company registered in England and Wales under company number: 08493761 .

Our registered office is at: 409-411 Croydon Road Beckenham BR3 3PP

Our VAT number is: 162758781

Smart Inventory Service Ltd is an independent property inventory company and service supplier to the property lettings market.

1 Introduction

1.1 If you buy services on our site you agree to be legally bound by this contract.

1.2 This contract is only available in English. No other languages will apply to this contract.

1.3 When buying any services on our site you also agree to be legally bound by:

1.3.1 These terms and conditions;

1.3.2 our Website Terms of Use and any documents referred to in them;

1.3.3 extra terms which may add to, or replace some of, this contract. This may happen for legal, security or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and

All of the above documents form part of this contract as though set out in full here.

2 Your privacy and personal information

2.1 Our **Privacy Policy** is available at http://smart-inventory.co.uk/privacy-policy/

2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Ordering services from us

3.1 Below, we set out how a legally binding contract between you and us is made.

3.2 You place an order on the site by booking a date when you wish one of our clerks to attend the property and provide the service. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

3.3 When you place your order at the end of the online checkout process (eg when you click on the 'Pay Now' button) we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.

3.4 You will be informed of our fee for our service prior to you proceeding with the booking ie pressing the 'Pay Now' button.

3.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

3.5.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);

3.5.2 we cannot authorise your payment;

3.5.3 you are not allowed to buy the services from us;

3.5.4 we are not allowed to sell the services to you; or

3.5.5 there has been a mistake on the pricing or description of the services.

3.6 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:

3.6.1 a legally binding contract will be in place between you and us;

3.6.2 we will provide the services as agreed during the online checkout process; and

3.6.3 the service at 3.6.2 will be provided for the fee you were advised during the checkout process.

3.7 The Confirmation Email will detail the identity of the inventory clerk ("Clerk") attending the property together with their contact details and the type of report

3.8 you have instructed us to prepare either; inventory check in report, check out report, commercial report or mid term report.

3.9 You must provide a copy of the Confirmation Email (or the details contained within) to the tenants at the property we are attending so the tenants / occupiers are aware and provide consent to us attending the property.

3.10 All reports generated by us and delivered via any type of medium remain our property until all fees due by you are paid to us in full.

3.11 The completed inventory report will be sent to the you in PDF format by email. Word documents and hard copies will not be provided and are not included in the fee.

3.12 In the event of a dispute concerning the content of Inventory, check out or mid-term inspection reports by any party (you and/or tenants and/or the landlord), we will not enter into protracted and lengthy correspondence by email or telephone conversations. When it becomes clear that it unlikely that all parties are unlikely to agree to a situation we reserve the right to withdraw from any further communication and this decision will be final

4 Scope of Service

4.1 The report:

4.1.1 is prepared by us 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.

4.1.2 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.

4.1.3 is not 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.

4.1.4 Photos taken by our clerk will be available to download with a link on the 'booking completed successfully' email and your portal on our website. It is your responsibility to download and store these images on your system as this link will expire after three years and will no longer be available.

4.2 The Clerk preparing a report is not an expert on fabrics, materials, antiques etc. or a qualified surveyor and the condition of the contents\fixtures and fittings are the clerks opinion only based on their experience of property inspections.

4.3 All colours within the report are to mean description of colour only and not that of any metals.

4.4 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.

4.5 Under no circumstances should our report be used as a structural survey report.

4.6 Any additions/alterations/comments to the inventory report from you, the landlord or tenant will be added to the penultimate page and not in the respective room or area that it refers to.

4.7 Our Clerk will not, and should not be expected to move heavy, large, awkward and/or valuable items of furniture

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

4.9 We do not inspect communal areas such as hallways and gardens or any other shared spaces.

4.10 At check out any contents must be situated in their respective rooms as specified in the check in report upon termination of the tenancy. Failure to do so may result in further charges.

4.11 Any plants, cleaning materials, food drink goods and spare light bulbs are considered perishable items and will not be listed on a report.

4.12 We will not list any large number of books, CD's and/or DVD's, crockery, cutlery, pots & pans, small electrical items etc individually.

4.13 If you would like miscellaneous items to be included in the inventory a list should be made available for us to copy and paste onto the end of the report. However, these items will not be inspected by our Clerk on check out but instead your responsibility.

4.14 We 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.

4.15 Utility meter readings will be read and noted at check-in and checkout provided they are readily accessible, straightforward to locate and correctly labelled.

4.16 It is your responsibility to advise the location of any such utility meters prior to the inspection especially in respect of water meters which can be difficult to locate and identify so the serial number should be provided.

4.17 If we are unaware of, unable to locate or have unreasonable access to meters, they will remain unread and you or your tenant should provide the reading.

4.18 We will only take water meter readings if the meter is located within the property or an accessible communal cupboard but not exterior to the property in pavements.

4.19 If the meters are accessed via a concierge they will be responsible for taking photos or supplying the relevant readings.

4.20 You are responsible for the security, heating, and plumbing and meter usage of the property both pre-and post service.

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

4.22 We cannot accept responsibility for any lost or unaccounted for keys.

4.23 When we are instructed to undertake a check out report based upon an inventory not carried out by us, no responsibility will be accepted if the quality of that report is not of our standard. If

items are not described fully or omitted entirely, if defects or cleaning issues are noted there will be no charges levied to the outgoing tenant.

4.24 Smoke alarms will be tested and if found not to be working we will contact you to rectify immediately. Our clerks carry new Fire Angel smoke alarms with a 10 year battery warranty and will fit them if instructed for the fee noted on our web site price list.

4.25 Mid Term Inspections will be undertaken to advise the landlord or letting agent if the tenant is looking after the property correctly. This report reflects the conditions found on the day of the inspection but will not necessarily accord with the condition found on the termination of the tenancy.

4.26 We will only list keys handed to us by you or your instructed agent in order to gain access to the property. If additional keys are left in the property at check in they will not be included unless specifically instructed to do so and a list provided.

4.27 Upon check out we will return keys to the place instructed on our booking system. If no instructions are forthcoming we will secure the property and retain them until instructed where to return them. Further charges may be incurred for our clerks time or postage costs.

4.28 You must comply with the health risks associated with legionella under the Health and Safety at work Act 1974 (HSWA). Our clerks will perform Legionella flush in the property at the time of check in to ensure all pipework is free of stagnant water which is the main cause of the disease and is included in our service at no additional cost. We do not provide a risk assessment.

4.29 Dilapidations:

4.29.1 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 you or your agent if requested. The checkout report will indicate, in the opinion of our Clerk, as to whether there is any liability on the tenant, or whether such deterioration could be assessed as fair wear and tear.

4.29.2 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. We acknowledge that the contractual terms listed in the tenancy agreement may overrule the opinion of the assessor.

4.30 Whilst all care and diligence has been taken to provide a fair and accurate report of the condition of the property and contents, we will not be held responsible for any items missed or damage from the date our clerk attended your premises.

4.31 The inventory will be compiled on the basis that unless stated, listed items are in good clean condition, free from obvious soiling, damage or defects. The clerk is not aware of recently bought items; ‘new’ is only stated if the item is still within packaging.

4.32 The Inventory check-in or check out will be compiled by the clerk assuming that it is safe and not detrimental to their well-being. All electrical items will be tested for power only, unless our clerk deems testing unsafe.

4.33 Windows are not checked to see whether they open or not as this could lead to a potential security risk if we were unable to secure them afterwards.

4.34 It is the Tenants responsibility to report on non-opening windows.

4.35 Settlement cracks to walls and ceilings are accepted and will not be mentioned unless necessary.

4.36 All measurements are in centimetres/metres and are approximate unless stated otherwise.

4.37 Tenants have 7 days to make any comments following receipt of the inventory report. You must provide a copy of the report to the tenants. Any comments will then be added on the e sign document that is sent from our system when the inventory has been uploaded. Comments will not be added on a room-by-room basis but they will be copied and pasted and added to the penultimate page of the report. We are unable to upload any photos onto our fixed template.

4.38 Landlords can also make comments which will be added on the penultimate page but they will not be sent a copy to e-sign

4.39 The images, inventory report, download and e-sign links sent to the tenant is in good faith and intended for their use only and they are not permitted to explore or exploit our website for whatever reason and any such action will be considered to be in contravention of the Computer Misuse Act 1990

4.40 If you do not have a professional inventory in place at the time of the inspection, our clerk will prepare a schedule of condition noting any damage and cleaning issues only. We cannot rely on photos as evidence of the condition at check in.

4.41 Where a charge is recommended in respect of depreciation, the following formula for calculating the allowance is Cost ÷ by life expectancy x remaining life = value.

4.42 Following receipt of the check-out report should either the landlord or tenant challenge the content within the 5-day period, we will undertake to investigate any issues raised and based on evidence received from either party and our professional opinion, reserve the right to change the report accordingly should we see fit.

5 Cancellation

5.1 If you cancel our attendance at the property within 48 hours of the scheduled time our clerk is due to attend you be invoiced for 50% of the fee.

5.2 You will be charged 50% of the full fee if our clerk attends the property and is refused access or unable to perform the service.

5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6 Carrying out of the services

6.1 We will carry out the services by the time or within the period agreed during the online checkout process and as set out in the Confirmation Email (see clause 3.6). If you and we have agreed no time or period, we will carry out the services within a reasonable time.

6.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

7 Payment

7.1 You will be issued with a invoice for our services.

7.2 The invoice must be settled by the date given on the invoice. In most instances within 14 days unless you have agreed an extended payment date with us.

7.3 If your payment is not received by us in accordance we may charge interest on any balance outstanding at the rate of 5 percentage points per year above the Bank of Englands base rate. We will email you to let you know if we intend to do this.

7.4 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate**.**

7.5 The maximum amount of trade credit given to you is £5000.

8 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

9 Limitation on our liability

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses that were not foreseeable to you and us when the contract was formed;

9.1.2 losses that were not caused by any breach on our part;

9.1.3 business losses; or

9.1.4 losses to non-consumers.

9.2 We do not accept any responsibility for any error or omission of data within a report which you, your agent or your tenants have provided to us.

9.3 We reserve the right to refuse to attend court for any dispute between you and your tenant arising out of a dilapidation assessment when we did not attend the original check-in appointment at your property.

9.4 Whilst every care will be taken at the time of the appointment, we do not accept responsibility for any accidental damage to the property, its contents, fixtures and fitting howsoever caused by our Clerk whilst undertaking the inspection of your property.

9.5 In the event that you or anyone representing you give us 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 us with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions.

9.6

10 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

11 Disputes

11.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

11.2 Any circumstances allegedly giving cause for complaint about the services or invoice for services must be notified by you within 5 working days of the services being completed and/ or before any tenancy deposit/ bond is returned to the tenant.

12 Governing law and jurisdiction

12.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

12.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).