

Letts Inventories Terms & Conditions

1. Introduction

1.1 We are committed to providing a high quality service to all of our clients. These are our terms and conditions of business.

2. Terms & Acceptance

2.1 As we confirm your booking an agreement is established between us, and these terms and conditions will immediately apply.

2.2 Any person related to the property who instructs us to undertake any services on their behalf accepts these terms and conditions in full.

3. Services

The following terms apply specifically to the individual Services under which they are listed:

3.1 **Inventory-** The Inventory comprises a detailed list of fixtures, fittings, furniture, and other household items. It includes a description of the property's interior décor and condition. This document provides a fair and accurate account of the property's contents, condition, and cleanliness, prepared solely for rental purposes.

We will carry out a detailed visual inspection of the inside of the main building together with any contents and **will carry out a general inspection of the remainder of the building including the exterior cosmetic elements and any permanent outbuildings within the property boundaries (if required).**

The Inventory does not guarantee or assess the suitability or safety of any contents or equipment; it serves only to document the existence and condition of items as of the Inventory report date. The descriptions in the Inventory are intended for identification purposes only.

We will arrange how to access your property with you. We can collect keys either from yourself or your agent (providing you/they are in the area), or from a key safe at the property. We will also arrange how you would like the keys to be returned.

To prepare;

-Please ensure there is electricity at the property and that any prepaid meters are topped up. We are unable to do this on your behalf.

-Please clear out any personal belongings that will not be included in the rental agreement.

-Please ensure any previous tenants have vacated the property and that there will be no contractors or other people present.

-We can give your tenants the opportunity (we cannot force them) to digitally sign the report and to add any comments. If you would like this option, please send us the tenant(s) name(s) and email address(es) (ensuring you comply with GDPR) and the report will be automatically sent to them for signing once complete. The tenant(s) will be given 7 days to sign, with reminders. We can also give the instructing party (landlord/agent) the opportunity to sign, if you would like this option please let us know. If the Inventory is not signed in writing within seven days of receipt of the Inventory, it will be accepted as being an accurate record of the contents and condition of the property.

We aim to deliver the report to you as quickly as possible via email (usually within 24 hours after the appointment).

You will receive the invoice within 8 days after the appointment is carried out.

If our clerk arrives for the appointment while cleaning or maintenance is still being carried out, they will not be able to proceed with the inspection, and the Cancellation terms outlined in these terms and conditions will apply. Failure to meet any of these conditions will also result in the inspection being halted, and the Cancellation terms will apply.

3.2 Check-In- This is where we will meet the tenants at the property on the tenancy start date. We will hand over the keys and ask the tenants to sign a Check-In Report, confirming they have received the keys, witnessed the alarms being tested for power and seen the meter locations and readings. Please ensure that there are working safety alarms in the property.

We will arrange how to access your property with you. We can collect keys either from yourself or your agent (providing you/they are in the area), or from a key safe at the property. Please note that these keys are the ones that we will be handing to the tenant(s) during the appointment for the tenancy.

To prepare;

-Please ensure there is electricity at the property and that any prepaid meters are topped up. We are unable to do this on your behalf.

-Please ensure any previous tenants have vacated the property and that there will be no contractors or other people present.

-We can give your tenants the opportunity (we cannot force them) to digitally sign the report and to add any comments. If you would like this option, please send us the tenant(s) name(s) and email address(es) (ensuring you comply with GDPR) and the report will be automatically sent to them for signing once complete. The tenant(s) will be given 7 days to sign, with reminders. We can also give the instructing party (landlord/agent) the opportunity to sign, if you would like this option please let us know. If the Inventory is not signed in writing within seven days of receipt of the Inventory, it will be accepted as being an accurate record of the contents and condition of the property.

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3.3 Interim Inspection- Interim Inspections are meant to highlight any existing or potential maintenance and repair issues which helps to prevent long term maintenance and or issues by addressing problems at an early stage.

Reports are conducted throughout the tenancy to check that the property is being kept in good order and will address any issues regarding the use of the property in regards to unauthorised pets, signs of smoking or additional tenants not shown on the relevant letting documents.

Interim Inspections are not meant to be an inventory of the property and will look to only highlight any issues as seen or advised at point of inspection.

The Inventory Professional will only take overall room pictures for context purposes only and will always seek to ensure that no personal effects are recorded.

To prepare;

-We will arrange how to access your property. We can collect keys either from yourself or your agent (providing you/they are in the area), from a key safe at the property, or meet the tenant at the property. We will also arrange how you would like the keys to be returned.

-If the tenant(s) has a dog, we will require the tenant to be present for the Inspection. If we arrive at the property and a dog is present but the owner is not, we will not be able to

proceed with the appointment, and the Cancellation terms outlined in these terms and conditions will apply.

-Please inform your tenants that we will be entering the property at the time and date booked. You must give them at least 24 hours notice. Please explain that we will be testing any smoke and carbon monoxide alarms and that we will be taking overall photos of each room. For more information, please read our *How to Reassure Your Tenants About an Interim Inspection* guide which we have emailed to you. Please also inform the tenant regarding our dog policy.

-Please inform us of any issues relating to the fabric of the property at time of the report; any issues in regards to legal matters, deposits and or complaints should always be addressed to the landlord or managing agent.

We aim to deliver the report to you as quickly as possible via email (usually within 24 hours after the appointment).

You will receive the invoice within 8 days after the appointment is carried out.

3.4 Check-Out- The Check-Out report provides an overall impression of the property only. It is not our responsibility to assess the value of any damages.

At the Check-Out we will require all keys as provided by the agent / Landlord at the beginning of the tenancy including any keys cut from the original set. Window and or room keys (unless otherwise advised) can remain in situ.

The Clerk will then refer to the original Inventory (where provided) making comments against any areas / items that have changed from the original report information. This can and will include any cleaning issues or damage but equally will highlight if the property has been improved during the tenancy such as being in a cleaner state or changes to decor. Please advise us of anything you wish us to note that relate to the property and or issues.

Any items not mentioned in the Check-Out Report should be considered to be in the same condition as recorded in the Inventory.

In the event of any disagreement with the clerk's findings in the Check-Out report, the Landlord must provide documentary evidence to the appropriate Tenancy Deposit Scheme adjudicator to support any claim they wish to make. The adjudicator's decision will be final and binding. If the adjudicator sides with the Landlord or Agent, Letts Inventories Ltd's liability will be limited to the fee paid for the Check-Out Report. We cannot accept any liability, financial or otherwise, if the original Inventory was not prepared by us.

If the original Inventory was not prepared by us then a copy will need to be provided to us before the inspection.

If an original Inventory is unavailable for comparison, we will create a Schedule of Condition and cleanliness report that provides a general overview of the property.

To prepare;

- Please ensure all personal belongings must be removed from the property.

- Please ensure there is electricity at the property and that any prepaid meters are topped up. We are unable to do this on your behalf.

- If Letts Inventories did not carry out the Inventory report for the tenancy, then please send us a copy of the Inventory report. If an Inventory report was not carried out for the tenancy, please let us know so that we can adjust our templates accordingly.

- Please ensure any previous tenants have vacated the property and that there will be no contractors or other people present.

- We can give your tenants the opportunity (we cannot force them) to digitally sign the report and to add any comments. If you would like this option, please send us the tenant(s) name(s) and email address(es) (ensuring you comply with GDPR) and the report will be automatically sent to them for signing once complete. The tenant(s) will be given 7 days to sign, with reminders. We can also give the instructing party (landlord/agent) the opportunity to sign, if you would like this option please let us know. If the Inventory is not signed in writing within seven days of receipt of the Inventory, it will be accepted as being an accurate record of the contents and condition of the property.

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You will receive the invoice within 8 days after the appointment is carried out.

If our clerk arrives while cleaning or maintenance is still being carried out, they will not be able to proceed with the inspection, and the Cancellation terms outlined in these terms and conditions will apply. Failure to meet any of these conditions will also result in the inspection being halted, and the Cancellation terms will apply.

3.5 Schedule of Condition- We are not qualified surveyors or experts in valuations, antiques, materials etc. As such, the Schedule of Condition should not be considered a structural survey report or used as an accurate description of every item in the property such as furniture or equipment, etc.

In order to understand our reports we do not use acronyms, only clear, concise, descriptive terminology. As part of the Schedule of Condition; we will rate the overall cleanliness of the property using the following guide:

Cleaned to a professional standard: The items are believed to be or confirmed as new. The Clerk has seen a receipt indicating that the property has been cleaned by a professional cleaning company and or affirms that all areas are dust free; floors and carpets clean, woodwork is clean and bathroom(s) and kitchen areas are clean with no issues except where stated.

Cleaned to an acceptable standard except where noted: Flooring has been vacuumed and swept; surfaces and sanitary ware clean with only minor issues and or observations as noted in the report.

Light cleaning required where noted: Surfaces are slightly grubby and or marked and not dust free; flooring requires light cleaning, vacuuming and or sweeping. Appliances or sanitary ware require light cleaning. Walls scuffed or marked with issues and or observations as noted in the report.

Poor standard; professional cleaning required where noted: Property requires cleaning to a professional standard throughout or in areas as indicated. Major issues and or observations as noted in the report.

We also understand that some words to describe whether an item or area requires cleaning can be emotive so we only use the following words to describe individual items and or areas in regards to their cleanliness.

Dusty: The item has a covering of dust that is removable with a vacuum cleaner, floor brush or cloth.

Grubby: The item is in need of cleaning requiring the use of domestic cleaning products / materials.

We indicate whether the item is slightly grubby, grubby or very grubby to explain the severity of the issue with referenced pictures and comprehensive descriptions as evidence and then summarised in the overall Schedule of Condition.

Please note that although the Schedule of Condition provides an overall view of the property it is the descriptions and condition comments that should always be referred to when making any decisions in regards to claims against a deposit and that we / the report owner and or reader will / should presume items and or areas to be 'in good / clean condition' unless otherwise stated.

4. General Terms

4.1 Our inspections are 'non-invasive'. This means that the Clerk does not take up carpets, floor coverings or floor boards, move or upturn large and heavy items of furniture, test services, remove secured panels or undo electrical fittings and we will not be liable for any detail obscured by such items at the time of the inspection.

4.2 Our reports are intended as an independent, accurate and fair record of the property including its fixtures and fittings, furniture and décor. The report allows items to be visually identified only. We will not attempt to verify the details of the manufacturer or the date of production.

4.3 Our clerks will not attempt to place any financial value on a property or its contents, and will not seek to ascertain whether an item is reproduction or genuine. This report will not necessarily mention structural defects and does not give any advice on the cost of any repair work, or the types of repair which should be used. The Clerk will also not comment on questions relating to deposits; all such matters should be directed to the managing agent and or landlord.

4.4 Our reports are a record of the existence of items at the time the report is compiled. They should not be considered a guarantee of safety of any contents.

4.5 Our reports are prepared with the understanding that where no comment on the condition of an element or item is made by the Clerk, the element or item is taken to be in good serviceable condition and without defect(s).

4.6 Our reports will specifically comment on, and identify defects or elements in poor condition that have been observed during the inspection and will be described in the narrative of the report and evidenced where appropriate in the photographs contained in the report.

4.7 New items will only be described as such when they are present, still in their wrappings, and or the Clerk has been provided with a receipt which will be added to the report as evidence.

4.8 Our Clerks will not touch any items that appear to be antique or of high value and will not inspect cluttered drawers or cupboards, nor will they unpack any boxed items to inspect them.

4.9 Items of little monetary value are listed and described generically; i.e. a bookshelf could be described as containing 'a number of paperback books'. Similar items will include used bedding, used kitchen utensils, tableware etc.

4.10 Where an Inventory report is compiled at an old property, it must be understood that the condition of the fabric and contents are normally age worn and age marked unless otherwise noted.

4.11 We do not test any appliances or electrical items and only refer to lights and switches where they are used in order to complete the report.

4.12 Windows / doors are checked only to ensure that they are clean and have no visible signs of broken glass. It is the responsibility of the tenant to report any non-opening windows / fire doors / exit doors to the Landlord or agent as a matter of priority in regards to safety.

4.13 Mattresses will only be inspected where accessible.

4.14 All measurements given in any reports are approximate.

4.15 The responsibility of agreeing the accuracy of any report lies with you.

4.16 Where the words 'silver', 'chrome', 'oak', 'pine', etc. are used, it is understood that this is a description of the colour and type of the item and not the actual fabric/material. The description of the listed items is for identification purposes only.

4.17 Whilst we make a commitment to taking exceptional care over all our reports, we cannot be held liable for any errors or omissions.

4.18 The client contact holds the final responsibility for reviewing the report once it has been delivered.

4.19 Meter readings, including photographs where possible, will be included in reports providing the meters are safely accessible (where meters are located above head height, obscured by shrubbery or in some other inaccessible or hazardous location, or located on public land or below ground level then we will not take readings and will note as such in the report). You are responsible for letting us know the locations of the meters in advance of the inspection. **We are only able to take note of the level in oil tanks if there is a gauge. We do not use dipsticks/measuring sticks.** Meter readings should always be double checked by the appropriate utility company.

4.20 Inaccessible areas and loft areas will not be inspected unless there is a fixed staircase that conforms to building regulations. Our Clerks are not responsible for inspecting any areas including outbuildings that are inaccessible or that pose a risk to safety or health. This is a matter of health & safety of our Inventory Professionals and therefore will not be compromised. If our Clerks feel unsafe or they have concerns for their health (this includes the entryway is blocked by an obstacle, broken glass or hazardous objects on the floor, there is a dog or threatening animal present, evidence of pest or vermin infestation including bedbugs, fear of threat or violence etc), we reserve the right to cancel the inspection at that point without liability. Our Clerk will report any concerns immediately to the Client Contact.

4.21 Unless conducted during daylight hours, an inspection will not include the exterior of the property or the garden.

4.22 Our reports, unless separately negotiated, do not include a detailed inventory of plants, trees and shrubs in properties with gardens.

4.23 We do not inspect communal areas however where health & safety issues arise or there is clear risk to the public, the Clerk will inform the client via email or telephone if the risk is to life and or imminent.

4.24 We will take every precaution to ensure the clerk's tools are in full working order. However, we cannot be held responsible for the malfunction of any equipment.

4.25 We cannot advise on matters regarding the deposit and we are an independent third party so will not divulge the contents of the report or give our opinions.

4.26 Any errors or omissions in a report that you identify must be reported to us within seven days of the report date and, in all cases, before the start of the next tenancy. Otherwise, we reserve the right to refuse responsibility.

4.27 This report remains the property of the instructing party and shall not be used or copied without their written permission.

6. Health & Safety

6.1 Where health & safety issues arise or there is clear risk to the public, the Clerk will inform the client via email or telephone if the risk is to life and or imminent.

6.2 Smoke and carbon monoxide alarms - As of October 2015 it became compulsory for all rental properties, both private and social, to be fitted with appropriate smoke and carbon monoxide alarms to each level and where solid burning fuel units are present. Alarms are recorded in the Health & Safety section and noted where they are sited within the property, that they have been tested for power only and whether an audible tone is detected during that test and the results shown on the report. If an audible sound or power cannot be verified or the required alarm(s) are not present the landlord/agent will be informed immediately.

6.3 Ongoing testing of the alarms- tenant(s) are responsible for the ongoing checking of any and all alarms during the tenancy. It is recommended that they are tested weekly. The landlord / managing agent should be informed of any issues or faults relating to the functioning of the units immediately.

6.4 Where an Inventory notes the presence of smoke alarms and carbon monoxide detectors, if tested by the Clerk, this will be for power supply and should not be interpreted to mean that these items are fully working and that the property complies with the 2015 regulations. If safe to do so (where alarms are located above head height, obscured by shrubbery or in some other inaccessible or hazardous location, or located on public land or below ground level, then we will not test and will note as such in the report), we will only test non-integrated alarms for power supply. Letts Inventories Ltd will take no responsibility for damage or malfunction during the testing of such alarms.

6.5 We will not test integrated alarms.

6.6 Blinds / Curtains - In 2014 new safety requirements aiming to address child safety risks posed by blinds and curtains were introduced by the British Standards Institution. The requirements mean that any blind which is installed with cords and chains has to have breakaway connectors and cord and chain safety retainers. The cords and chains must also be maintained at a minimum 1.5 meters from floor level. All new blinds or curtain tracks which are fitted by a professional must now pass the new standard, meeting the necessary safety requirements and test methods. If an accident involving a non-compliant blind or curtain track takes place in a rental property, the landlord could face prosecution from trading standards. Where possible, reports will state (in the appropriate fields) if wall mounted safety brackets are or are not in place where blind / curtains are listed and whether safety warning signs are attached accompanied with referenced pictures.

6.7 The Furniture and Furnishings (Fire) (Safety) Regulations 1998 (Amended 1993 - This regulation applies to properties let furnished which must carry the required labels. Such items include all upholstered furniture, beds, divans, bases, headboards, including childrens', pillows, 3 piece-suites, sofa beds and garden furniture. All such furnishings are checked (where possible) for labels and commented upon in the appropriate fields in this report. Where we state 'fire label seen', this must not be taken to mean that the item complies with the Furniture and Furnishings (Fire and Safety) Regulations 1988 as amended 1993; it is simply a record of sight of the label at the time of the report. Furnishings that do not comply must either be removed or replaced by the managing agent / landlord as applicable.

7. Turnaround

7.1 We aim to ensure all reports are emailed to you within 24 hours of attending the property.

7.2 During peak periods, we may extend our turnaround times without prior notice to manage increased demand. Any adjustments to our standard or express turnaround times will be communicated to you when you make your booking.

7.3 There may be instances when you require a report amendment or a re-visit to a property due to an issue that prevented our clerk from completing the inspection. In such cases, we will strive to address your request promptly and will provide a timescale at the time of the request. We will also inform you of any applicable additional charges.

8. Cancellations

8.1 If an appointment is cancelled within 24 hours of the visit or if we are unable to access the property at the agreed appointment time, we reserve the right to charge the full quoted fee. We reserve the right to charge a fee if our clerks are unable to access the property at the agreed time.

8.2 No charges will apply for cancellations made by you with at least 24 hours' notice.

8.3 Additional charges may apply if our clerks experience delays due to, for example, late provision of keys or required documentation, or any other circumstances beyond their control that prevent access to the property.

8.4 If the property is not in the required hand-over condition when we arrive, we reserve the right to charge an abortive fee of up to 50% of the agreed cost. We cannot be held liable for any costs or expenses incurred by the Landlord, Agent, or any other third party in such scenarios. However, we will arrange a further inspection once the abortive fee is paid and it is confirmed that the property is in the required hand-over condition.

Where we are required to wait for the arrival of a Tenant or Landlord in order to carry out an instruction, thus affecting our following appointments for the day, a nominal charge may be levied.

9. Additional Costs

9.1 Additional Rooms are £10 Excl VAT per room (unfurnished) and £15 Excl VAT per room (furnished). These include but are not limited to;

- Garages,
- Additional WCs,
- Additional bathrooms,
- Additional Staircases
- Utility rooms,
- Conservatories,
- Additional reception rooms,
- Dining rooms,
- Ensuites,
- External buildings,
- Studies

There is no additional room charge for Check-Ins and Interim Reports.

We reserve the right to add additional costs if properties or rooms are excessively overstocked with furniture or crockery/ utensils, linen etc for example, Airbnbs, as these will take considerably longer time than a standard property.

10. Payment

10.1 Payment for an instruction is to be made within 30 days of completion/receipt of invoice. Late payment may be subject to the addition of interest.

11. Keys

11.1 We treat keys with care whilst in our possession.

11.2 We keep a key log, which we will require you to sign whenever you handover keys/when they are returned. If the keys are not exchanged in person then we will require you to confirm receipt via email.

11.3 We will leave any interior keys inside a property where they were found.

12. Confidentiality

12.1 As per the Data Protection Act, we are entrusted with our client's confidential information and promise to use and secure all information in an ethical fashion. All personal data which is no longer required is disposed of responsibly, and all correspondence is treated as strictly confidential. Under no circumstances will customer information be passed to any other organisation without express permission from the client in question.

13. Copyright

13.1 All rights reserved no part of this document may be photocopied, recorded or otherwise reproduced without prior permission of the copyright owners.