

## TERMS & CONDITIONS CHASE INVENTORY SERVICES LTD

### Interpretation:

**"CLIENT"** means the Managing Agent or Private Landlord/Tenant issuing works instructions acting as principal and not as agent for any other person and for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;

**"CONTRACT"** means a contract for the provision of the Specified Service;

**"SPECIFIED SERVICE"** means the service to be provided by the Supplier for the Client;

**"APPOINTMENT"** means the agreed date and time on which the Supplier will provide the Specified Service for the Client;

**"SUPPLIER"** means CHASE INVENTORY SERVICES LIMITED (registered in England number 4109060);

**"SUPPLIER'S STANDARD CHARGES"** means the charges shown in the Supplier's brochure, price list or other published literature from time to time.

English law shall apply to the Contract, and the parties agree to submit to the non exclusive jurisdiction of the English courts.

The headings in these Terms are for convenience only and shall not affect their interpretation.

### 1 Supply of the Specified Service

- 1.1 The Supplier shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be made and agreed in writing.
- 1.2 The Specified Service shall be provided in accordance with the Supplier's current brochure and price list or other published literature relating to the Specified Service from time to time, subject to these Terms.
- 1.3 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

### 2 Charges

- 2.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or any other cause attributable to the Client.
- 2.2 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, unless otherwise specified, for which the Client shall be additionally liable.
- 2.3 The Client in entering into the Contract warrants that it is acting as principal and not as agent for any other person.
- 2.4 The Client warrants to the Supplier that payment for the Specified Service is not dependant on the Client holding funds in their landlord or tenant account.
- 2.5 The Client has a duty of care to ensure funds are in place from their landlord or tenant accounts before instructing the Supplier.
- 2.6 The Supplier shall be entitled to invoice the Client for a call-out which will be 50% of the original cost of the job + VAT. A call-out is any occasion whereby it proves impossible, for any reason, to carry out the Specified Service when the Supplier arrives at the site.
- 2.7 The Client shall notify the Supplier of any disputed invoice within 7 days of the date of the Supplier's invoice.
- 2.8 The Client shall make payment once the booking has been confirmed. The payment will not be processed until the job has been completed.

### 3 Warranties and Liability

- 3.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Supplier's current brochure and price list or other published literature relating to the Specified Service from time to time, subject to these Terms.
- 3.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client, which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Client.
- 3.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided

in these Terms.

- 3.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 3.5 It is the duty of the Client to check that the property has the necessary Gas and Electricity Safety Certificates. It is the duty of the Client to check that any furniture complies with current Fire Safety Regulations. It is the duty of the Client to check that the property meets all legal requirements that may apply from time to time. The Supplier will not test smoke alarms but will report the presence of a smoke alarm.
- 3.6 The Client warrants to the Supplier that the Client holds keys to access to the property and that the keys will be available to the Supplier at the time of the Appointment.
- 3.7 The Supplier accepts responsibility for the safekeeping of the supplied keys only during the performance of the Specified Service. The Supplier accepts no responsibility for keys outside the agreed Appointment time. The Supplier will return keys in accordance with the Client's instructions on completion of the Specified Service.
- 3.8 When the Client instructs the Supplier to carry out the Specified Service using an inventory or schedule of condition prepared by a third party the Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the third party inventory or schedule of condition.
- 3.9 The Supplier shall have no liability to the Client for any costs, loss damage or expense or other claims for compensation arising from any instruction supplied by the Client which require the Supplier to carry out the Specified Service under conditions of poor lighting, or whilst furniture is being moved within the property, or while there are unfinished works at the property or any other conditions which affect the ability of the Supplier to carry out the Specified Service in accordance with the Supplier's current brochure and price list or other published literature relating to the Specified Service from time to time, subject to these Terms. The Supplier will advise the Client of any such adverse conditions on completion of the Specified Service in writing.

#### **4 Termination**

- 4.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving no less than 24 hours notice to the other. A change to the Appointment date or time does not terminate the Contract.

#### **5 General**

- 5.1 These Terms apply to every Contract and (together with the terms, if any, agreed in writing between the Supplier and the Client) constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties. All other terms, expressed or implied, are excluded to the fullest extent permitted by law.
- 5.2 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 5.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 5.4 If any provision of these terms is held by any court or other authority as invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

Chase Inventory Services Limited holds Professional Indemnity Insurance for no less than £1,000,000 and Public Liability insurance for no less than £1,000,000. Chase Inventory Services Limited is a Member of The Association of Independent Inventory Clerks and carries out all work according to the best practice guidelines issued by Association of Residential Letting Agents ARLA.