

Terms and Conditions of Business

Operational area covered

We operate to a 15-mile radius of the centre of the City of York.

1) Services provided

i) Inventory and schedule of condition report

We will compile an inventory and schedule of condition on a room by room, area by area basis for each individual property.

We will include the condition of the exterior and grounds. This will be compiled into a report and will include photographs to illustrate specific points.

Internally, the report will note the condition of walls, floor and ceiling on a room by room basis and list loose and fixed items in the inventory along with their condition.

We will observe and authentically record what is seen at the property. We will not pass subjective comments or apportion blame for the shortcomings of a property or its contents.

ii) Check in

This service would ultimately be to hand over keys after the check against the inventory and schedule of condition had been assessed and signed for by the incoming tenant.

This is important to validate and mutually agree the inventory and condition of the property and fixtures and fittings to reduce the risk of ambiguity or non-agreement of the starting condition.

This minimises disputes regarding the property or the contents between the landlord and the tenant at the end of the tenancy. It gives the tenant the opportunity to raise any issues, note any problems and register comments. An accompanied check-in also provides part of an overall service which gets the tenancy off to the best possible start.

The importance of gaining agreement at the start of a tenancy cannot be underestimated. Once agreed, this forms part of the overall agreement and clearly starts the evidential paper trail required if a dispute occurs at the end of the tenancy. If there is no agreement, it will be harder for the landlord to rely on the inventory as evidence should a dispute arise.

It is considered best practice for the Tenants to sign the Tenancy agreement with the Agent or Landlord, hand over fees and then attend the property with the inventory provider who would inspect the property thoroughly against the inventory, obtain the tenants signatures and hand over the keys.

iii) Periodic visits

It is considered best practice to advise in writing 14 days in advance to anticipate a tenant's possible absence from the property.

It is also considered best practice for the person carrying out the check to have a copy of the current inventory (as amended by the tenant if applicable) including any addendums to the original tenancy agreement and information on any works carried out.

The purpose of periodic visits are to give an indication that the tenancy is progressing normally. Periodic visits do not constitute a full inventory check, nor does the check constitute any type of survey or safety report.

The visits are to establish that the tenant/s are looking after the property in a tenant like manner and are not breaching any conditions relating to, for example, the number of occupants, pets, smokers, etc.

Periodic visits can help the landlord assess how the tenants are keeping the property and could influence the decision to allow the tenants the opportunity to stay on at the end of the tenancy. A report will be compiled detailing:

- Any matters to note regarding the internal state of the property
- Any matters to note regarding the external state of the property, including condition and length of grass to lawns and condition of flowerbeds.
- Evidence of pets if applicable.
- Presence or absence of smoke and or carbon monoxide detectors (Test buttons will be pressed and reported on).
- Evidence of smoking if applicable.
- Matters raised by the tenant if present.
- Any other general comments/requests by the tenant.
- Recommendations for action, categorised into urgent or non-urgent. **Note:** No internal photographs can be taken at this visit without the express permission of the tenant.

iv) Check outs

We will compile a thorough check out service producing an accurate assessment of the state and condition of the property at the end of the tenancy compared to the original inventory as amended by the tenant at check in. The comparison will clearly demonstrate missing items and deterioration be that through fair wear and tear or Tenant responsibility. This will form the basis of any claim the landlord may have against the tenant for damages and/or cleaning.

The importance of using a third party independent inventory provider is that they have no direct contact or ongoing relationship with the landlord or the tenant and can provide an impartial service.

The checkout service takes place once the tenants have relinquished their tenancy and removed all their belongings. On instruction we will contact the outgoing Tenants and arrange to meet them at the property at the appointed time.

Best practice is to conduct the check out with the outgoing tenant's present, but most definitely within 48 hours of the tenancy termination and **prior to any third party entering the property.**

Sloan's will require:

- The original annotated and signed inventory.
- If possible also any of the following
 - Any document relating to works carried out during the tenancy.
 - Documentation of any reported damage to the property.
 - Documentation relating to permission granted to the tenant to remove or dispose of items belonging to the landlord, alter or change anything relating to the property.
 - Details of any items replaced by the landlord.

v) Timescales

Once we have received signed and completed terms of business we will attend the said property at the mutually agreed appointed time.

We reserve the right to charge for any situation where we are not granted entry to the property or if an appointment is cancelled giving less than 24 hours' notice or if the keys are wrong or do not work. (The decision to charge will be made on a case by case assessment of the situation presented)

We will produce the Inventory and schedule of condition report and email to the Client within 2 working days having completed the inspection. Alternatively, upon request we will post the report and send via first class post in the same time frame.

We will contact the Client as soon as it is apparent that a delay is likely, e.g. because information needed is not available or access is proving difficult.

Should a situation arise where the Inventory provider is prevented or hindered from carrying out the proposed service the client will be contacted immediately and advised of the situation as presented.

2) Provision of information

We will request the following:

- Information on how keys/access will be obtained and where to deposit the keys after the inspection.
- A copy of the original Inventory (signed by the tenant) if the service we are providing is a check out.
- For each instruction we will require a 'Details of instruction sheet' completing and returning, this is available to download from our web site, we will post a copy should this be requested.

And where possible

- *Any document/information relating to works carried out during the tenancy.*
- *Documentation/information of any reported damage to the property.*
- *Documentation/information relating to permission granted to the tenant to remove or dispose of items belonging to the landlord, alter or change anything relating to the property.*
- *Details of any items replaced by the landlord.*

3) Fees

SLOANS are APIP Accredited Inventory Professionals

As Independent Professional Inventory providers we are not required under the Consumer Rights Act 2015 to publicise our fees.

However, Sloans always have and will continue to be, open and transparent in our service provision to Landlords

Inventories	
Details	Fee (per room)
Inventories	£12.50
Part furnished	+25%
Fully furnished	+50%

Fees include cupboards, all fitted furniture and up to 1 shed/outbuilding

Checkouts	
Details	Fee (per room)
Checkout	£10.00
Part furnished	+25%
Fully	+50%

Fees include cupboards, all fitted furniture and up to 1 shed/outbuilding

Example of Inventory Fees			
1 Bed Flat	2 Bed Flat	3 Bed Semi	4 Bed Detached
Hall Living Room Kitchen Bedroom Bathroom (5 rooms)	Hall Living Room Kitchen Bedroom 1 Bedroom 2 Bathroom En-suite (7 rooms)	Hall Living Room Dining Room Kitchen Bedroom 1 Bedroom 2 Bedroom 3 Bathroom (8 rooms)	Hall Cloakroom Living Room Dining Room Kitchen/Diner Conservatory Bedroom 1 Bedroom 2 Bedroom 3 Bedroom 4 Bathroom En-suite (12rooms)
£62.50	£87.50	£100.00	£150.00

- Interim property inspections during tenancy term **£40.00** per property
- Accompanied check-in with incoming tenants **£50.00** per property

Legalities

Inventories and Check-out Reports are legally binding documents. Should we be required to attend court as professional witnesses we will make **no charge**.

It **is not** a legal requirement for a Landlord to have an Inventory but without one, there is little chance of a successful financial claim at the end of the tenancy term if damages and costs occur and the tenant, as is his legal right, disputes them. The Courts and Adjudicators will always side with the tenant if a Landlord is unable to provide a credible professional inventory. The onus is always on the Landlord as the tenancy deposit legally belongs to the tenant, unless the Landlord can prove damage against the inventory.

Tip to Landlords – read your inventories and checkout reports. If you don't question any faults initially, the adjudicator/defence barrister will. Question the credibility of what you are paying for. SLOANS are APIP Accredited Professionals.

Payment Terms

Payment terms are 14 days from the date of invoice. We reserve the right to administer interest for payments unpaid after 30 days.

Disclaimer

We do not accept liability for any area related to the gas or electrical regulations linked to the letting of the property.

Regulations linked to the provision of furniture and furnishings, we do not verify that furnishing comply with the regulations, but we do indicate if the appropriate labels have been seen and provide photographic evidence of such. We will advise the Client immediately if labels are missing. To establish if Mattresses comply mattresses with be turned to obtain sight of the required fire label.

In describing elements of the property we will use the words such as 'silver', 'Chrome', 'oak', 'pine' or marble, etc. When in fact they are not. These terms are used to describe the colour and type of an item and do not imply the genuine article.

Solid wood floors – due to advancements in the manufacturing of wood style flooring it is now becoming impossible to establish from surface appearance the composition of such. Therefor Sloans will describe any such flooring as wood style. It is the Landlords responsibility to evidence true composition.

We will only use the word NEW if it is proven and evidenced that the item is in fact new. I.e. the item is still in its packaging or there are receipts proving it is new.

We will only report on a professional clean if we have sight of the firms invoice and descriptions of what have in fact been undertaken by them. I.e. they may have only cleaned the carpets and not steam cleaned curtains or other areas within the property.

We are required to report authentically on a property as seen. In the event cleaners are still on site or workmen are conducting repairs or maintenance we are not able to record or assume the works will be completed or record the assumed finished result, we will faithfully record what we see. If the condition of the property or the fixtures and fittings change between compilation of the report and the use of the report, e.g. the inventory been used with the tenant at check-in, any changes apparent at that time can be recorded then.

Working order of Items - An inventory provider's job is to observe and faithfully record in the inventory and schedule of condition as what they see. The inventory provided is not a structural survey or building survey. Properties will contain numerous items that the tenant will expect to be working when they occupy, such as appliances provided by the landlord, a central heating boiler, window opening lights, burglar alarms and fire safety equipment such as smoke alarms, etc. As such we do not test or check the working condition of such items we only report on what we see.

We will open and close windows unless, force is required or no window key is available or at unreasonable height.

We will press test buttons on smoke and carbon monoxide sensors and report on if the alarm sounds, we will not verify they are working.

We will only access areas that are easily and usually accessible to the tenant and others. We will not enter lofts or cellars, unless these are accessible from fixed staircases and are expected to be used by the tenant e.g. a loft room properly constructed and fitted out.

It is not uncommon to find rooms that are locked. Where this is the case, such rooms will be excluded from the report. To note the Office of Fair Trading considers that agents or landlords should not be letting property with locked rooms. If they do, the contents of the room should be divulged to the prospective tenant, as this may affect their decision to rent the property. We will report locked rooms to the agent or landlord.

In furnished property particularly, heavy items of furniture may be encountered. Where this is the case the inventory officer will not lift or move these items if it is considered to be a risk to health and safety. So in this scenario defects in the property may be hidden from view and will not appear on the inventory or schedule of condition.

Windows will be checked that they open and close at checkout and check in unless locked and no key evident.

Smoke detectors and CO2 detectors at check out and check in will be tested by the test button been pressed and commenting in the report on the result of such a test, however we will not verify they are working or operational, if no response happens from the test button been pressed the client will be notified immediately.

Mattresses will be checked and turned unless it is considered a risk to health and safety, i.e. it is a 2-man job. Where beds are fully made up we will strip the bed to inspect but not remake.

Boxes storing various items – the contents will not be listed; a general description of contents will be given.

Once the report has been delivered to and paid for by the client, the client becomes the owner of the document and can then copy or manipulate as they wish. Copyright of any documents produced by Sloan's remain the property of Sloan's Independent Inventory Providers until such time as payment is received.

Any information provided by the Client regarding the Tenant or Landlord will be held and used under the Data Protection Act 1998 with whom we are registered.

If a client requires a report delivering in a different format to email this needs to be communicated to Sloan's in writing. We will make any reasonable adjustments to our service so our documents can be accessed by someone with a disability in order to comply with disability legislation.

Sloan's reserve the right not to accept responsibility for any errors in documentation reported after 7 days from the date of the report. Sloan's will not accept any liability for errors reported after the occupation of the next Tenant.

4) Authorisation

Having read and understood this document and its full contents. I the undersigned comply with such.

Name of Client	
Address of Client	
Postcode	
Telephone No.	
Email	
Signature	
Print name	
Date	