

Terms of the Business

BASIS OF PROVISION OF SERVICES

These terms and conditions shall govern every contract for the provision of Services to the exclusion of any other terms.

CONFIDENTIALITY

The Client undertakes to:

i. Keep the Information strictly confidential

ii. Not publish all or any part of the Information

iii. Not divulge or disclose all or any part of the Information to any third party other than for the sole purpose of property

rental

iv. Permit access to the Information only to those of its officers or employees who need to know or use the same and ensure

that such officers or employees comply with the provisions of sub clauses to (i) and (ii) above

LIMITATION OF LIABILITY

The Client will indemnify and keep fully indemnified Rosemond Services against any third-party claim or action made or instituted against any of them in respect of any losses, damages cost or other expenses in connection therewith (including without limitation any payment by Rosemond Services on legal advice to settle any such claim or action) which is either due to the Client (by act or omission) rendering the Information inaccurate or incomplete.

Rosemond Services warrants to the Client that the Services will be provided using reasonable care and skill. Except in respect of death or personal injury caused by Rosemond Services negligence, or as expressly provided in these terms, Rosemond Services 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 Rosemond Services or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of Rosemond Services under or in connection with the contract shall not exceed the amount of Rosemond Services's charges for the provision of the Services, except as expressly provided in these terms.

The Inventory will comprise a list of the furniture, fixtures, fittings, and household effects with a description of the state of decoration and condition of the interior and its effect at the property. The Report will be based upon the visible condition of the fixtures at the time of the visit.

All items on the Inventory are assumed to be in a good condition and cleaned to a good domestic standard as detailed in our glossary of terms unless otherwise stated.

The Clerk will not move heavy items of furniture or similar and we will not be held liable for any detail obscured by such items at the time of the visit.

The Inventory does not purport to be a report of value for the premises and or the contents therein, nor is it a guarantee of, or report of, the adequacy of, or safety of any equipment or contents. It is a list of such items within the premises and the superficial condition of the items and the decorative state of the premises.

The Inventory may state when an item of furniture has been seen to have a label advising that it complies with Furniture and Furnishings (Fire and Safety) Regulation 1988, as amended 1993. It should not be assumed that other items not stated comply with this regulation. Compliance with the relevant UK Fire Regulations is the responsibility of the Client not Rosemond Services. It is recommended that all bedding, soft furnishing or any item which is filled/padded be checked by the Client to ensure that they comply with current regulations. Regulations on furniture purchased in foreign countries may not meet the UK standards. It is the Client's responsibility to ensure that all items adhere to relevant current UK regulations.

Electrical items will not be tested and we cannot be held responsible for any faults. Rosemond Services will check fitted light bulbs for functionality only.

Floor coverings, rugs and carpets will be inspected to the extent that they are sufficiently clean and any defects noted, provided they are accessible and not obscured.

Bed linen, towels and similar items will be inspected to check that they have been freshly laundered and then counted. Soiled items will be checked at the discretion of the Clerk and noted on the Report.

Mattresses will be inspected where accessible and will not be examined if the bed is made up.

Rosemond Services reserves the right not to handle/move valuable ornaments nor will Rosemond Services include in the inventory, numbers and titles of books, plants, consumables, items which are packed for storage or miscellaneous items other than garden equipment.

Lofts, basements (cellars), locked rooms and any other similar storage area and their contents will not be listed in the Inventory, nor will the Clerk undertake to search through cluttered drawers or cupboards or to unpack boxed, bagged or packaged items.

— Windows are only checked to ensure that they are clean with no visible broken glass. It is the responsibility of the tenant to report any non-opening windows/defects to the Client.

Where Rosemond Services are instructed to take utility readings these will be recorded and where possible, photographed subject to clear access and easily identifiable location and labelling where necessary. Rosemond Services will not accept any liability for any revisit to the property or loss incurred by the Client as a result of the Clerk being unable to either easily locate, access or identify any meter unless such precise information has been provided by the Client in writing at the time of booking.

Intruder alarms whether listed or not will be considered untested.

Smoke and carbon monoxide alarms whether battery or mains operated will be button tested for sound only and mains operated alarms will be visually checked for a green/red light. A recommendation will be made by the Clerk in respect of any alarm that is not in

working order at the time of the visit. The Clerk will also make a recommendation for any additional alarms that are required to meet with current legislation. The Clerk will not supply or fit any smoke or carbon monoxide alarms or replace any batteries unless specifically instructed by the Client. Rosemond Services cannot accept any responsibility for subsequent loss or injury where any recommendations are not followed up either before the property is let out or during the tenancy, nor will we accept any responsibility for not recording whether a smoke or carbon monoxide alarm is in working order at the time of the visit

Rosemond Services reserves the right to apply an additional charge when unnecessary time is incurred, because the Clerk is unable to locate any items which have been moved during the tenancy and have not been replaced in their original position.

Rosemond Services reserves the right to apply a charge when a Clerk is unable to gain access to the premises at an agreed time, or within 15 minutes thereafter. We will be under no further obligation save the entitlement to invoice the proportion of the fee that would have been due had the instruction been completed.

Rosemond Services shall be entitled to charge a fee to the person, persons or company who has given the instruction. If the instructions are given by either a landlord, letting agent or any third party, this contract is deemed to be made between Rosemond Services and any of these parties as the principle unless agreed otherwise in writing with Rosemond Services.

If a Clerk feels that the property or any person visiting that property makes them feel unsafe or they have a concern in any way that may affect their health or safety, Rosemond Services reserves the right to cancel the appointment at that point without liability. The issue will be reported to the Client.

Check Out

In addition to the services detailed under General Terms;

The Check Out report will provide written documentation and where relevant, practical, or possible, supported by photographs of the condition of the property at the end of the tenancy.

The Check Out is an 'exception report' and will only list any change/s compared to the original inventory, any items not listed in the Check Out report will be considered to be in the same condition as noted to the inventory. A full check out against an inventory can only be provided if the original inventory is made available in electronic format. Rosemond Services cannot accept responsibility or liability for poor or incomplete original inventories and can only comment against information provided.

Where an inventory has not been previously compiled by Rosemond Services and/or where the Client does not provide an inventory, Rosemond Services will complete a general Schedule of Condition and Cleanliness report supported by photographs which will provide a summarised overview of the property. The Clerk will not apportion responsibility in this circumstance as there will be no evidence of the original condition of the property, contents and fixtures.

Where appropriate and agreed in the Client Service Level Agreement, the Clerk will apportion responsibility to either the landlord or tenant, however where the responsibility is not clear for whatever reason, the Clerk will refer the issue to either the Landlord or Agent for determination.

Where the tenant is present at the Check Out the Clerk will record the meter supplier details only if provided by the tenant. Where the tenant is present at the Check Out the Clerk will record the tenant's forwarding address only if provided by the tenant

Where the tenant is present at the Check Out, the Clerk will record and photograph all door keys returned by the tenant. The clerk will not list the Client's own/management keys unless specifically agreed in the Client Service Level Agreement.

It is not the responsibility of Rosemond Services to switch off any accessible electrical appliances and Rosemond Services will accept no liability for any loss or damage caused by any appliances on site.

In winter months where a boiler frost stat is present at the property, the Clerk will endeavour to set it at between 5-10 degrees unless otherwise detailed in the Client Service Level Agreement. However, Rosemond Services will accept no liability for any loss or damage caused by the incorrect setting or mechanical failure of the frost stat.

Where the tenant is present for the entire duration of the Check Out, the Clerk will show the tenant the fully completed Check Out report and request their signature as agreement and acceptance of the report. Rosemond Services will not be held liable for any claim by the Client for any loss incurred from the tenant's refusal to sign the report. Where a tenant is not present for the full duration of the Check Out, the Clerk will not request their signature for an incomplete Check Out report.

The Clerk will not enter into any discussion related to liability, dilapidation costs or deposit return timescales with either the landlord or tenant at the time of the Check Out.

In the event that the tenant is not present or not ready to vacate within fifteen minutes of the confirmed Check Out appointment, Rosemond Services reserve the right to charge a cancellation fee equal to the full fee due for the Check Out or any additional waiting time will be charged according to the cancellation/no show clause below.

Subject to key location being within 3 miles of the property, all keys taken from the tenant will be returned to the Client within 24 hours of the date of the Check Out unless otherwise expressly agreed in writing by the Client. Rosemond Services will not be held responsible for any claim for missing keys raised after 72 hours of the Check out by the Client.

Rosemond Services cannot be held liable for any financial loss suffered by a landlord whereby we have carried out a Check Out report on a poor quality inventory report compiled by an alternative inventory company or by the landlord or where no inventory has been created. Rosemond Services are only able to comment on items listed in the original inventory or evidenced in clear photographs embedded to the inventory. Where no inventory has been provided, Rosemond Services can compile a Schedule of Condition report but will not be able to assign any liability to the tenant as there will be no evidence of the original condition of the property.

Property Visits (periodic or mid-term inspections)

Any midterm or interim visit by Rosemond Services will adhere at all times to UK legislation and to the guidelines outlined by the Association of Professional Property Providers (APIP). Unless otherwise agreed, it is the responsibility of the Client to contact the tenant in writing at least 24 hours before the visit to advise them that Rosemond Services will visit. Where an appointment has been confirmed with a tenant and they refuse access, are not available or Rosemond Services are unable to enter, then we reserve the right to charge a cancellation fee per visit.

Rosemond Services will take photographs at the time of the property visit, unless permission is refused by the tenants. In the case of photographs taken at the property where the tenant is not present, it will be considered the responsibility of the agent and/or landlord to have

Keys - collection, delivery and management

It is the responsibility of the Client to deliver or make available at an accessible location all property access keys to the Clerk. In the case of collection or delivery back to the Client, Rosemond Services will charge 45p per mile or for special delivery postage, will charge £15.00 + VAT. We reserve the right to refuse to collect or deliver keys to or from a location that is more than 3 miles from the property.

If the landlord requires keys held by Rosemond Services, there will be a fixed fee and an hourly or part thereof call out charge. This is not an emergency service and call out is only available during working hours (9-5pm Monday - Friday). Saturday, Sunday and Bank Holiday call out charges are subject to availability and may result in an additional fee. No visit will be made until confirmation of payment or authorisation is received.

If keys are not available before the agreed appointment, Rosemond Services reserve the right to charge for a cancelled appointment. Rosemond Services will record keys checked in or checked out and cannot be held liable for any missing or non-returned keys.

COMPLAINTS AND REPORT ERRORS

Rosemond Services have a formal complaints procedure that is available via any of the regional offices or head office. Errors on any Reports must be notified to a manager at either the regional or head office, who will deal with the error. Rosemond Services reserve the right not to accept responsibility for any errors in Reports reported after 7 days from the date of the Report. Rosemond Services will not accept any liability for errors reported after the commencement of the next occupancy.

PAYMENT OF CHARGES

Rosemond Services will endeavour to return all reports within the 7 days unless otherwise agreed in the Client Service Level Agreement. In the event of a delay due to unforeseen circumstances, full payment will be due if the client agrees to receive the report after this time.

The Services will be charged to the Client at the Rosemond Service's standard rates or rates separately agreed between the two parties by e mail.

Unless agreed otherwise by e mail or as stated on the agreed price list, payment of services are made at the standard payment terms of fourteen days of the date of receipt of Rosemond Services' invoice.

Rosemond Services will charge interest of 5% above the Bank of England base rates on all overdue accounts.

Rosemond Services reserve the right to charge for our services in advance by credit card or any form of cleared funds. VAT is charged at the standard rate on all services

We reserve the right to charge an additional fee for any hard copies of the inventory.

In the event of incorrect payment for the job, incorrect information resulting in an incorrect quoting of the job or any other incorrect information that results in the price being under quoted, Rosemond Services reserve the right to either withhold any report or cancel the job, in which case cancellation fees would come into effect.

Any additional charges can be made by credit card/BACS facility directly with Rosemond Services. Reports will only be issued against payment in full.

PROPERTY SIZES

Our pricing structure is set to evaluate remuneration for time and works spent inspecting properties, liaising with third parties and compiling detailed inventory report. The prices vary with the different services we provide including inventory makes, check ins, inventory and check in combined, inventory check outs, executive check outs and inventory property visits. Also there will be a variance due to size, determined by number of bedrooms, and additional rooms, outhouses and complexes in some circumstances, and furnishings.

Rosemond Services aim to provide a comprehensive service at a competitive rate with excellent value for money. In certain circumstances our pricelist may be subject to minimal changes due to varying costs. We will endeavour to make our active clients aware of any changes in advance.

Rosemond Services reserve the right to charge £10.00 + vat per standard room, unless otherwise agreed. We reserve the right to amend this price for rooms which are considered as non-standard, such as, (but not limited to) particularly large or heavily furnished rooms or extra storage spaces and/or facilities (eg. outhouses, swimming pools).

If the size of the property is incorrectly given by the Client then Rosemond Services will charge for the additional rooms accordingly and reserve the right to withhold the Report until the outstanding balance is settled.

REPORTS AND DOCUMENT STORAGE

All Reports will be provided as PDFs and hard copies are provided only on request and may be subject to an additional charge. Rosemond Services will retain all original hard copy documents for a period of 3 months from the date of the appointment. All documentation will be stored on for a maximum period of 12 months after the end of the previous tenancy.

STATUTORY COMPLIANCE

All parties hereto undertake to each other that in respect of their obligations under the contract for the provision of Services they will at all times comply fully with all relevant statutory enactments and the Data Protection Act 1988 (and the data protection principles thereunder) (and all re-enactments thereto) or regulations or requirement made by governmental authority or equivalent body of competent jurisdiction.

ORDER NOTICE PERIODS, LEAD TIMES & WORKINGS HOURS

Rosemond Services have a 5-working day lead time for all services, however, will always try and accommodate any requests within 5- working days. In the case of short order notification periods or where availability is limited due to either peak or busy periods or rural areas, Rosemond Services will offer the nearest available time slot to complete the service. Rosemond Services offices typically

work Mon-Fri 9:00-6:00 and 9:00-1:00pm on Saturday. Sunday service and out of hours are available on request and may result in an additional charge. Weekend cover is subject to availability.

INSTRUCTION CONDITIONS

Rosemond Services can accept instructions from the Client via e-mail, telephone or the Client's own system via API. Once an instruction is received, a contract is deemed to exist between Rosemond Services and the Client subject to these terms and conditions. All instructions will be recorded on our system, any errors contained within this system or within written confirmation not corrected by the Client upon receipt will be the responsibility of the Client.

CANCELLATION/NO SHOW

Rosemond Services reserves the right to make a charge of the full fee of the assignment value to the Client for the cancellation of a job, for whatever reason after noon the previous day or on the day of the visit.

If a check out is cancelled, we may charge the cost of the report being typed up.

A charge of £35.00 per half hour may be made for delays incurred by the clerk beyond the confirmed time/allowed waiting period due to the late arrival of a tenant or the Client, incorrect notified location of keys or documentation, or any delay in gaining access to the property beyond the control of the Clerk or Rosemond Services

FORCE MAJEURE

- i. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this agreement it is agreed that on that party giving notice of such force majeure to the other party with reasonable promptness the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuation of the same it being agreed that each party shall use all reasonable endeavors to remove or avoid such force majeure with all reasonable dispatch.
- ii. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, storm, civil disturbances, terrorism, governmental or quasi-governmental regulations and directions and any other cause not within the reasonable control of the party claiming suspension all of which by the exercise of due diligence such party is unable to prevent.
- iii. In the event that the obligations of either party are suspended (as aforesaid) by reason of force majeure for a period in excess of 30 days then either party to this agreement may on giving written notice to the other terminate this agreement.