

# **TERMS & CONDITIONS of ENGAGEMENT**

## **For HOMEOWNERS/LANDLORDS (Non Account Holders)**

### **General Terms & Conditions:**

1. **These Terms & Conditions apply to bookings taken, and services carried out, by Adept Property Services, which is a trading name of AAH Management Ltd., company no. 07985942. "The Company" refers to AAH Management Ltd. T/A Adept Property Services.**
2. Prices quoted apply to services carried out Monday to Friday, between 9am and 6pm. The Company is closed on Bank Holidays and at weekends. An additional charge will be made for services carried out after 6pm. Please note that heavily furnished or equipped properties may incur an additional charge; prices are based on levels of furnishing for 'standard occupancy'. Prices are based on number of bedrooms and reception rooms within a specific property, together with the level of furnishing where relevant. Properties with additional rooms, large gardens, outbuildings, or unusual features may incur additional charges. Where applicable, payment for each additional room (or outbuilding etc.) will be no more than £8.00. Where we have not previously visited the property all of the above information will be obtained at time of booking from the person making the relevant booking (the instructing principal). Please disclose any facts relating to the above at time of booking as the price quoted may be affected.
3. When a service is booked with us payment is taken to confirm the booking, in line with a provided quotation. This can be done via a credit or debit card. If payment cannot be taken at time of booking, it must be made at least 72 hours prior to the booked appointment. If time permits other payment methods may be accepted. If, when we attend the property, we find that the property differs from that described an additional charge (or refund) may be due. In this case the instructing principal will be informed as soon as is possible and the additional payment (or refund) should be made. If additional monies are owed the relevant report will be withheld until payment has been made in full. Without prejudice to any other rights it may have, The Company is entitled to charge interest at 2% per day above the current Base Rate of Natwest Bank on overdue payment of any amount remaining outstanding after 30 days, or any part thereof.
4. If The Company is aware of any possible conflicts of interest, this will be declared to the Instructing Principal at time of booking, or as soon as such conflict becomes apparent.
5. It is our usual practice to wait no longer than 20 minutes at a property beyond the booked appointment time to gain access (or obtain relevant documents etc. to be used in the inspection). If upon arrival for an appointment, a property is not in an acceptable condition to carry out the booked inspection, the service will not be carried out. In both these cases the appointment will be abandoned and no refund will be given.
6. The safety of the director(s), employees and representatives of The Company is of the utmost importance at all times. If any of the above feels threatened or un-safe at any time when carrying out their duties, for whatever reason, they reserve the right to leave the property immediately. In this case the appointment will be abandoned and no refund will be given.
7. Please note that 24 hours notice must be received, and acknowledged, by The Company to cancel or change any booking. If sufficient notice is not received, and acknowledged, a cancellation charge equal to 50% of the relevant booking value will be made to the Instructing Principal; therefore a 50% refund of the original booking value will be made. If The Company has already attended the property no refund will be given. If a service is cancelled with more than 24 hours notice given to and acknowledged by The Company, a full refund will be given.
8. Unless agreed otherwise at time of booking, The Company will dispatch (by email) Inventory Reports within 96 hours of end of property visit day, and Check-In Reports, Check-Out Reports and Management Inspection Reports within 24 hours of end of property visit day. Floor plans and Energy Performance Certificates will be dispatched within 72 hours of end of property visit day, although most certificates are dispatched in around 24 hours. Hard copies of reports are available for an additional charge which can be provided (and should be paid) at time of booking.
9. If you are dissatisfied with any of our Inventory, Check-In, Check-Out or Management Inspection Reports, or Floor Plans, please notify us within 48 hours of receipt of the relevant report or in the case of rental properties before the property is re-occupied, whichever comes first. We will then endeavour to rectify the problem, free of charge, to your satisfaction. We have a Complaints Procedure for issues relating to our provision of Energy Performance Certificates. This document is available in the 'Client Area' of our website.

### **Terms & Conditions specific to Inventory, Check-In/Out or Management Inspection work:**

10. The Company does not move furniture, furnishings or equipment and does not check or inventory lofts, cellars, locked rooms, items that are visibly packed for storage, boxes, or any other inaccessible places. It is also not normal practice to individually itemise or inventory books, audio or video media, plants or shrubs, consumable items, cleaning items or miscellaneous items found in sheds, garages or outbuildings, unless specifically requested otherwise. Meter/supply readings are taken as part of the standard Inventory, Check-In and Check-Out process. If a meter/supply cannot be located, or is deemed to be in a location which is inaccessible, the relevant readings will not be taken.

11. The Company is not an expert in fabrics, woods, materials, antiques etc., nor are we qualified Surveyors. The Inventory should therefore not be used as an accurate description, or statement of authenticity, of each and every piece of furniture and equipment, nor should it be used as a structural survey report.
12. The Company does not check electrical or gas appliances, or windows or patio doors, as to their working order. We will however, where possible, check that light bulbs and smoke detectors are working at the time of a property visit. Please note that The Company makes no guarantee as to the reliability, safety or working order of these items, or any other item within, or part of, a property. Our reports are merely a record that such items exist in the property at a specified date together with their superficial condition. It is the Tenant's or Landlord's responsibility to inspect any smoke detectors fitted in the property to ensure that they are in full working order at all times.
13. The Fire & Safety Regulations regarding furnishing, gas, electrical and similar services are ultimately the responsibility of the Instructing Principal. Where there is a note on an Inventory Report "FFR label seen" this should not be interpreted to mean that the item complies with the "Furniture & Furnishings (Fire) (Safety) (Amendments) 1993". It is merely a record that the item had a label as described or similar to that detailed in the "Guide" published by the Department of Trade & Industry January 1997 (or subsequent date) at the time of the Inventory compilation.
14. The original (ideally signed and dated) Inventory Report for a Tenancy should be kept by the Instructing Principal to be made available to The Company at time of Check-Out. If any changes (structural, décor, furnishing or equipment) are made to a property during a tenancy period, these should be recorded in writing and agreed by both the Instructing Principal and the relevant Tenant(s). These written changes should be kept with the relevant Inventory Report.

#### **Terms & Conditions specific to provision of Energy Performance Certificates:**

15. All Domestic Energy Assessments are carried out by, and only by, The Company, all assessors being fully trained and accredited by a government accreditation body.
16. For an assessment to take place the property must be in a condition whereby an assessor can move throughout the interior and exterior perimeter of the property with ease and in a safe manner. The safety and security of The Company is of the up most importance at all times. If the safety of an assessor is in doubt at any time during an assessment, it will be terminated immediately. Likewise, if an assessor is subjected to any kind of verbal or physical abuse the assessment will be terminated immediately. In both these cases no refund will be given.
17. The Company does not undertake any assessment that falls outside of the RDSAP (Reduced Data Standard Assessment Procedure) methodology. Examples of such properties that fall outside of the methodology are new-build properties, multi-residential properties such as nursing homes, and commercial premises.
18. Unless stated otherwise, the inspection will be visual only of the surface areas of the accessible parts of the property specified. Parts of the property and its energy systems which are covered or concealed are not inspected. Similarly, parts of the property and its energy systems that are inaccessible, for instance due to height, are not inspected as specific equipment would be required and this is not included in our standard pricing.
19. The EPC will not purport to express an opinion or to advise upon the condition or energy ratings, of any un-inspected parts of a property and should not be taken as making any implied representation or statement about such parts.
20. The Company inspects as much of the surface area, both internally and externally, as is practicable and lifts loose floorboards and trapdoors only where accessible and where reasonable to do so. The Company will not lift fitted carpets or large rugs, move heavy furniture, or remove fixtures or fittings to facilitate inspection.
21. The roof and upper section of a property are inspected only from ground level or from a suitable vantage point. Close proximity of nearby buildings or tall trees may preclude inspection of such parts of a property.
22. Loft areas, where a means of access exists, will only be assessed where access can be gained using a ladder with a maximum height of 3 Metres. Household effects, or other items stored therein, will not be moved. No comment can be made upon the practicality of using the chimneys.
23. No test of the service installations (i.e. gas, water, electricity, central heating systems) is made as part of the assessment.
24. The company gives its opinion giving all reasonable professional skill and care provided however that any liability of The Company arising in connection with these Conditions of Engagement or any matters arising therefrom shall not extend to economic loss or loss of profits suffered whether by the Client or any third party.
25.
  - a) Any dispute or difference which may arise between The Company and the Client in connection with these Conditions of Engagement or in connection with any matters arising therefrom shall be referred to and determined by a single arbitrator (hereinafter called "The Arbitrator") such arbitration to be held in, "country" of England.
  - b) The Arbitrator shall be appointed by agreement between the parties or in default of agreement the ABBE (Award Body for the Built Environment).

- c) The procedure to be followed shall be agreed by the parties or in default of agreement, shall be determined by The Arbitrator but in all cases the law and practice to be followed by determining the dispute or difference shall be the law and practice of the United Kingdom.
  - d) In the event that the parties of The Arbitrator shall determine that there shall be any right of appeal from the decision of The Arbitrator such appeal and any subsequent appeals shall be heard by the courts of the United Kingdom and in such event each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom, and to comply with all requirements necessary to give such court jurisdiction. No court outside of the United Kingdom shall have any jurisdiction over any matter touched by this agreement.
  - e) In the event of default by either party in respect of any procedural order made by the Arbitrator, the Arbitrator shall have the power to proceed with the Arbitration in the absence of the party and to deliver his award.
26. Where applicable, the opinion in the report is as at the date of inspection. Unless otherwise expressly agreed, the assessment advice and certification assumes that the property is unaffected by any statutory notice and that neither the property nor its use or proposed use gives rise to a contravention of any statutory requirements, and at no time is The Company under duty to verify these assumptions.
27. An EPC is confidential to the Client for the specific purpose to which it refers. It may be disclosed to other professional persons assisting the Client in respect of this purpose, but the Client shall not disclose the report to any other person.
28. Where energy saving costs are given, they are for guidance purposes only and should not be construed to be a quotation or estimate of any kind.
29. The Company will advise the client, in report form (EPC), as to the assessment of the energy efficiency of the given property and any enhancements that may be made to improve its energy rating and CO2 emissions. The Company will provide support to the Client when there is a need to discuss the findings and suggestions given within the EPC.