

## **DIGITAL INVENTORY - TERMS AND CONDITIONS**

These terms and conditions set out the basis on which Digital Inventory ("DIGITAL INVENTORY") accepts instructions. Please read them carefully as your use of DIGITAL INVENTORY services, is subject to these terms.

### **DIGITAL INVENTORY Liability to you**

a) This provision sets out DIGITAL INVENTORY's entire liability (including any liability for the acts and omissions of its employees, agents or subcontractors) to you for:

(i) any breach of its contractual obligations arising under this agreement; and/or

(ii) any representation, statement or tortious act or omission including negligence (but excluding any of the same made fraudulently) arising under or in connection with this agreement.

b) DIGITAL INVENTORY's liability to you for death or personal injury resulting from its own or that of its employees' agents' or subcontractors' negligence ; and for any damage suffered by you as a result of a breach of an obligation implied by law liability for which cannot be restricted and/or excluded shall not be limited. This provision shall prevail over all other provisions in this agreement.

c) Subject always to d) and e) below, DIGITAL INVENTORY shall accept liability to you in respect of damage to tangible property and losses flowing directly from the breach or DIGITAL INVENTORY's (or its agents' employees' or subcontractors') negligence but not for loss of profits, loss of goodwill or any other similar claim nor for any indirect losses.

d) DIGITAL INVENTORY's entire liability to you in respect of any act or omission falling in a) above shall be limited to damages of:

(i) £5,000 in respect of each event giving rise to potential liability for you; and

(ii) £50,000 in aggregate in relation to all claims.

e) DIGITAL INVENTORY shall only be liable to you if you have notified DIGITAL INVENTORY in writing within 5 working days of you being aware or from when you ought to have been aware of any potential claim.

### **Inventory and Associated Services**

DIGITAL INVENTORY can provide a number of services. These are identified on our website and other leaflets and marketing materials provided to you.

You should identify the service required by completing the Booking Form.

By requesting a report you guarantee to DIGITAL INVENTORY that you have your client's full authority to proceed.

Instructions will normally be accepted by DIGITAL INVENTORY via the booking form provided to you. DIGITAL INVENTORY requires at least 48 hours notice of each instruction given by this method. This 48 hour period excludes the time period between 6pm on Friday evening and 9am on Monday morning each week. In the event of a shorter notice period being given by you, DIGITAL INVENTORY reserves the right to charge an additional surcharge of £25 per instruction.

DIGITAL INVENTORY reserves the right not to accept any instruction or to require a variation of these terms prior to undertaking the work. In the event of such variation DIGITAL INVENTORY will contact you to obtain your consent prior to the work being undertaken by DIGITAL INVENTORY.

Instructions given to DIGITAL INVENTORY less than 48 hours before the work is required to be undertaken by DIGITAL INVENTORY should be given by telephone using the number provided to you by DIGITAL INVENTORY as well as the booking form.

## **Description of the Services**

### **• Inventory - Furnished or Unfurnished**

On receipt of the completed Booking Form we will arrange for an Inventory Consultant to visit the identified premises.

An inventory report in DIGITAL INVENTORY's set form will be completed and you will receive this by post. This will include a DVD record of the property. Any questions or queries relating to the inventory report should be raised in writing with digital inventory within 14 days of the report being completed. Any amendments will be accepted within this period only.

Please ensure that you complete all sections of the Booking Form as fully as possible. Failure to do so may lead to delays in actioning the Inventory.

### **• Mid Term Inspections**

Please provide at the beginning of each calendar month a list of the inspections required or use the Booking Form to notify details of each individual instruction to DIGITAL INVENTORY.

On receipt of the completed Booking Form we will arrange for an Inventory Consultant to visit the identified premises and to provide a report in the set form used by DIGITAL INVENTORY, making reference to the original inventory report if this was completed by DIGITAL INVENTORY.

You will receive the completed inspection forms within 14 days.

### **• Check In/Check Out**

Please complete the Check in/ Check Out request form as fully as possible failure to do so may lead to a delay.

DIGITAL INVENTORY will arrange for the Check In/Check Out to be completed at the agreed time. We will provide a report in the set form used by DIGITAL INVENTORY, in the case of a Check Out, making reference to the original Inventory Report and any subsequent Mid Term Inspection visits if these were completed by DIGITAL INVENTORY.

You will receive the completed inspection forms within 7 days

Paperwork from previous inventory companies should be provided at Mid Term and Check Out. DIGITAL INVENTORY reserve the right to charge for a full inventory if these are not supplied at least 48 hours prior to the appointed time.

## **Payment Terms**

At the point that the relevant report is generated by DIGITAL INVENTORY and sent to you, an invoice for the fee due to DIGITAL INVENTORY will be sent by mail to you.

Payment is due within 30 working days of the date of the Invoice.

A late payment fee will be applied to the account for each invoice in accordance with Late Payment of Commercial Debts (Interest) Act 1998.

## **Assistance**

DIGITAL INVENTORY will provide reasonable assistance to you, if you or your clients become involved in court or other proceedings, provided that you cover DIGITAL INVENTORY's reasonable costs. These will be a minimum fee of £250 per day or part thereof.

## **Fees**

DIGITAL INVENTORY reserves the right to vary its quoted fees provided it gives you 28 days written notice of the change.

After a report has been requested then the full fee is payable by you even if you cancel the report, unless you cancel the request for the report by calling the number shown no later than 24 hours before the inspection at the property is scheduled or due to be carried out. An administration charge of £15 is payable by you for cancellations that are accepted by DIGITAL INVENTORY under these terms.

A fee of £50 is charged for a cancellation which does not comply with the above terms.

## **Waiting times and additional rooms.**

Waiting time is charged at a rate of £10 per hour. Waiting time is time where the Inventory Consultant is made to wait unnecessarily outside the standard time allocated per job.

Additional rooms are charged at a rate of £25 for unfurnished rooms and £25 for furnished rooms. Our standard fees are priced by number of bedrooms and also include one kitchen, one bathroom and one en-suite, up to two reception and gardens. All rooms not within these guidelines will be charged at the above rates, including garages and or sheds where a full inventory is required.

The quoted fees are shown on the schedule provided to you by DIGITAL INVENTORY, or such other written and dated schedule which has been provided to you by DIGITAL INVENTORY; if in written form such terms to be signed by a Director of DIGITAL INVENTORY to be valid.

## **VAT**

All fees quoted exclude VAT.

## **Disclaimers**

Each service has a disclaimer section on the completed report or form provided to you. Please ensure that you have read these sections carefully **prior** to requesting a report and when the completed report is returned to you.

The relevant sections are detailed below and form part of these terms and conditions. No appliances or heavy items of furniture will be moved to complete a report.

## **General Terms**

"You" means the person or organisation named below or the person, organisation or company giving this instruction to DIGITAL INVENTORY, whether by electronic means or by written correspondence, by facsimile instruction or verbally.

Booking form means the instruction forms accessible from DIGITAL INVENTORY, also available on the DIGITAL INVENTORY website.

Headings in these terms are for reference only and shall not be taken into account in interpretation. All agreements on the part of either of the parties which comprise of more than one person shall be joint and several.

These terms shall be governed, construed and enforced in accordance with the law of England and Wales.

DIGITAL INVENTORY only accepts instructions on these terms and conditions and the request for a report(s) signifies the acceptance by you of these terms and conditions.

No variations to these terms and conditions can be made without the written authority of a Director of DIGITAL INVENTORY.

References to any statute or statutory provision shall be construed as references to such statute or provision as respectively amended or re-enacted or as its application is modified by other provisions before this version's date and shall include references to any statute or provision which has been amended, extended, consolidated or replaced by the same and shall include orders, regulations, instruments or other subordinate legislation made under the relevant statute before this version's date.

Nothing contained in these terms shall be deemed to constitute a partnership between the parties.

No failure to exercise or delay in exercising or enforcing any right or remedy under these terms shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under these terms shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies provided in these terms are cumulative and not exclusive of any rights and remedies provided by law

The invalidity, illegality or unenforceability of any provision of these terms shall not affect the continuation in force of the remainder of these terms

### **Service Standard**

DIGITAL INVENTORY will provide their services with at least the degree of skill and care generally provided by the providers of similar services in England and Wales.

### **Indemnity**

You agree to indemnify DIGITAL INVENTORY against any claims arising from the provision by you to DIGITAL INVENTORY of incorrect or incomplete information.

DIGITAL INVENTORY will indemnify you against any and all loss, damage or liability (whether civil or criminal) which arises out of any acts of neglect by DIGITAL INVENTORY.

You will indemnify DIGITAL INVENTORY and keep DIGITAL INVENTORY indemnified from and against any and all loss, damage or liability (whether civil or criminal suffered) and legal fees and costs incurred by DIGITAL INVENTORY in the course of conducting the work of DIGITAL INVENTORY and resulting from:

- i) Any acts of neglect and default by you or your employees and licensees
- ii) Any successful third party claim in respect of any matter arising from the work of DIGITAL INVENTORY provided that such liability has not been incurred through any material default by DIGITAL INVENTORY in carrying out the work.

Nothing in these terms restricts or excludes either party's liability for fraud or personal injury or death resulting from the relevant parties' negligence.

DIGITAL INVENTORY has a policy of Professional Indemnity Insurance details of which can be provided to you upon reasonable request.

You undertake to notify DIGITAL INVENTORY as soon as practicable if at any time an employee of yours, holding a valid password to the DIGITAL INVENTORY on-line system, leaves your employment or if you have reason to believe that the password(s) supplied to you by DIGITAL



INVENTORY are no longer secure. You agree to change your password upon request from DIGITAL INVENTORY and not to divulge your password to any person not directly employed or connected with you.