

Vesta Inventory Services 2024

BASIS OF PROVISION OF SERVICES

These terms outline the basis upon which Vesta Inventory Services operates. All contracts are subject to these terms and conditions, and no variations will be accepted unless agreed in writing. Services will be conducted with reasonable care and skill.

CONFIDENTIALITY

The Client agrees to:

1. Keep all information provided by Vesta Inventory Services strictly confidential.
 2. Not publish or disclose any part of the information without explicit consent except for property rental purposes.
 3. Restrict access to the information to only those employees or officers who require it for their duties and ensure that these individuals comply with the confidentiality obligations outlined herein.
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LIMITATION OF LIABILITY

The Client will indemnify and keep fully indemnified Vesta Inventory Services against any third-party claim or action made or instituted against any of them in respect of any losses, damages, costs, or other expenses in connection therewith (including, without limitation, any payment by Vesta Inventory 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.

Vesta Inventory 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 Vesta Inventory Services' negligence, or as expressly provided in these terms, Vesta Inventory 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 Vesta Inventory 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 Vesta Inventory Services under or in connection with the contract shall not exceed the amount of Vesta Inventory Services' charges for the provision of the services, except as expressly provided in these terms.

INVENTORY REPORTS

The inventory will comprise a detailed list of the furniture, fixtures, fittings, and household effects within the property, along with a description of their condition and the decorative state of the interior at the time of inspection. The report will be based solely on the visible condition of items during the visit and does not include any guarantee or certification of safety or compliance.

All items listed in the inventory are assumed to be in good condition and cleaned to a reasonable domestic standard unless otherwise noted. The Clerk will not move heavy furniture, access obstructed areas, or inspect items that are not readily visible. Vesta Inventory Services will not be held liable for any details obscured by such items during the inspection.

The inventory report does not constitute a valuation of the premises or its contents, nor does it guarantee the adequacy, safety, or functionality of any equipment or item. Compliance with current UK safety regulations, including the Furniture and Furnishings (Fire and Safety) Regulations 1988 (as amended), is the sole responsibility of the Client. The Client is advised to verify that all furnishings, soft furnishings, and bedding meet the applicable regulations. Furniture purchased from abroad may not comply with UK standards.

Electrical appliances will not be tested for functionality or safety, and Vesta Inventory Services cannot accept responsibility for faults or defects. Light bulbs will be checked for functionality only, provided they are easily accessible.

Floor coverings, rugs, and carpets will be inspected for cleanliness and visible defects where accessible. Bed linen, towels, and similar items will be checked for evidence of laundering and counted if appropriate. Soiled items will only be inspected at the Clerk's discretion. Mattresses will be inspected where accessible but will not be examined if the bed is fully made or if access is otherwise restricted.

Clerks will not handle or move fragile or valuable items such as ornaments or artworks. Items packed for storage, consumables, plants, books, and other miscellaneous belongings will not be included in the inventory unless specifically agreed. Densely packed cupboards, wardrobes, or drawers will not be itemised unless their contents are clearly visible and accessible.

Lofts, basements, locked rooms, or other inaccessible spaces will not be inspected or included in the report. Windows will only be checked for cleanliness and visible damage, such as broken glass. It is the tenant's responsibility to report non-operational windows or other defects to the Client.

If utility meter readings are required, they will be recorded and photographed where accessible, clearly labelled, and easily identifiable. Vesta Inventory Services accepts no liability for the inability to locate or access meters unless precise instructions have been provided by the Client in advance of the inspection.

Intruder alarms, whether listed in the inventory or not, will not be tested. Smoke and carbon monoxide alarms, whether battery-operated or mains-powered, will only be button-tested for sound where accessible. A visual check will be made for any indicator lights. Recommendations may be made for alarms not in working order or additional alarms required to meet current legislation. Vesta Inventory Services will not supply or fit smoke or carbon monoxide alarms or replace batteries unless explicitly instructed by the Client.

Vesta Inventory Services cannot accept responsibility for any subsequent loss, damage, or injury resulting from the Client's failure to act on recommendations made in the report, either before the property is let or during the tenancy. Responsibility for ensuring that smoke and carbon monoxide alarms are fully operational remains with the Client.

ADDITIONAL CHARGES AND ACCESS LIMITATIONS

Vesta Inventory Services reserves the right to apply additional charges if unnecessary time is incurred during inspections due to:

1. The Clerk being unable to locate items moved during the tenancy.
2. Inaccessible or improperly prepared properties, including obstructed areas or restricted access.

If access to the property cannot be gained within 15 minutes of the agreed time, Vesta Inventory Services reserves the right to cancel the appointment and charge a proportionate fee based on the time allocated for the service. The Client remains liable for ensuring the property is accessible and providing all necessary keys or codes for access.

Vesta Inventory Services is entitled to charge fees to the individual, company, or organisation that issued the instruction. Where instructions are provided by a landlord, letting agent, or third party, this contract is deemed to be between Vesta Inventory Services and the instructing party unless otherwise agreed in writing.

If at any point the Clerk feels unsafe or has concerns about their health or safety at the property, Vesta Inventory Services reserves the right to cancel the appointment immediately without liability. Any such concerns will be reported to the Client.

Inspections conducted on Sundays or bank holidays will incur a surcharge of £30. Vesta Inventory Services does not charge for parking, congestion fees, or other sundry expenses unless explicitly agreed upon in writing.

Additional charges may apply for properties that exceed 2,000 square feet or include extensive furnishings, high-end fittings, or areas requiring extra time to inspect. Similarly, properties with additional rooms or spaces, such as en-suites, utility rooms, or outbuildings, will be subject to a £10 per area fee.

CHECK OUT REPORTS

Where appropriate and agreed in the Client Service Level Agreement, the Clerk will apportion responsibility for property damage or condition changes to either the landlord or tenant. However, if responsibility is unclear or disputed, the Clerk will refer the matter to the landlord or letting agent for determination.

If the tenant is present at the Check Out, the Clerk will record the meter supplier details provided by the tenant. Similarly, the Clerk will record the tenant's forwarding address only if it is supplied at the time of the Check Out.

During the Check Out process, the Clerk will document and photograph all door keys returned by the tenant. The Clerk will not list or account for the Client's management keys unless this has been specifically agreed in the Client Service Level Agreement.

Vesta Inventory Services is not responsible for switching off any accessible electrical appliances at the property. Vesta Inventory Services accepts no liability for any loss, damage, or malfunction of appliances that remain operational on-site following the inspection.

In winter months, where a boiler frost stat is present, the Clerk will aim to set the stat to between 5-10 degrees Celsius, unless otherwise instructed in the Client Service Level Agreement. However, Vesta Inventory Services accepts no liability for any loss or damage caused by the frost stat's incorrect setting or mechanical failure.

The Clerk will not engage in discussions with the tenant or landlord regarding liability for damages, dilapidation costs, or deposit return timelines during the Check Out process.

In cases where the tenant is not present or is unprepared to vacate within fifteen minutes of the scheduled Check Out appointment, Vesta Inventory Services reserves the right to charge a cancellation fee equal to the full fee for the Check Out. Any additional waiting time will be charged according to the cancellation/no-show policy.

If the property is located within 3 miles of the Clerk's operational area, all keys collected from the tenant will be returned to the Client within 24 hours of the Check Out, unless otherwise expressly agreed in writing. Vesta Inventory Services will not accept responsibility for any claim regarding missing keys raised more than 72 hours after the Check Out.

Vesta Inventory Services cannot accept liability for any financial loss incurred by the landlord due to the reliance on a poor-quality inventory report created by an alternative inventory company or the landlord themselves. Similarly, where no inventory has been created, Vesta Inventory Services will only be able to produce a Schedule of Condition report, which will not allow for liability to be assigned to the tenant, as there will be no evidence of the original condition of the property.

Where an original inventory exists, Vesta Inventory Services will only comment on items listed in that inventory or items evidenced in clear, embedded photographs within the report.

MID-TERM INSPECTIONS

Any periodic or interim property visit conducted by Vesta Inventory Services will comply fully with UK legislation and the standards set forth by the Association of Professional Inventory Providers (APIP). Unless otherwise agreed, it is the Client's responsibility to notify tenants in writing at least 24 hours prior to the visit, advising them of the scheduled inspection by Vesta Inventory Services.

If an appointment has been confirmed with a tenant and access is refused, the tenant is unavailable, or the Clerk is unable to enter the property for any other reason, Vesta Inventory Services reserves the right to charge a cancellation fee for the missed visit.

During property visits, photographs will be taken to document the condition of the property unless the tenant explicitly refuses permission. If photographs are taken while the tenant is not present, it is the responsibility of the Client, landlord, or agent to ensure any privacy concerns are addressed with tenants in advance.

KEY HANDLING AND ACCESS

It is the responsibility of the Client to provide or make available all property access keys to the Clerk at a convenient and accessible location prior to the appointment. If Vesta Inventory Services is required to collect or deliver keys to the Client, a charge of £0.45 per mile will apply. For secure postal delivery, an additional fee of £15.00 + VAT will be charged. Vesta Inventory Services reserves the right to refuse key collection or delivery requests for locations more than 3 miles from the property.

If the landlord requires keys held by Vesta Inventory Services for any reason, a fixed fee and an hourly or part-hour call-out charge will apply. This is not an emergency service, and call-outs are only available during working hours (Monday to Friday, 9:00 am to 5:00 pm). Call-outs on Saturdays, Sundays, or Bank Holidays are subject to availability and may incur additional fees. Appointments will only proceed upon confirmation of payment or authorisation.

If keys are not provided prior to the agreed appointment time, Vesta Inventory Services reserves the right to charge for a cancelled appointment. Vesta Inventory Services will document keys checked in and out but cannot be held responsible for any missing or non-returned keys after the check-out period.

PROPERTY PREPARATION

Properties must be fully prepared for inspection to ensure an accurate and efficient process. This includes ensuring the property is vacant, with no cleaners, maintenance personnel, or personal belongings present. All areas of the property, including storage spaces and exterior areas, must be accessible and free from obstructions. Utilities such as electricity, gas, and water should be operational to facilitate the inspection of relevant fixtures and appliances.

If the property is not ready for inspection, Vesta Inventory Services reserves the right to cancel the appointment. In such cases, cancellation fees will apply, and the inspection will need to be rescheduled at the Client's expense. Any anticipated issues with property preparation should be communicated to Vesta Inventory Services at least 24 hours in advance.

COMPLAINTS AND REPORT ERRORS

Vesta Inventory Services has a formal complaints procedure, which is available upon request. Any errors or discrepancies in reports must be notified to a manager at our head office or regional office. These will be reviewed and addressed promptly.

Vesta Inventory Services reserves the right not to accept responsibility for any errors reported more than 7 days after the report's delivery. Additionally, Vesta Inventory Services will not accept liability for errors reported after the commencement of the next occupancy of the property.

PAYMENT OF CHARGES

Vesta Inventory Services will endeavour to deliver all reports within 7 days unless otherwise specified in the Client Service Level Agreement. In cases of unforeseen delays, full payment will still be due if the Client agrees to receive the report after the stipulated timeframe.

Services will be charged at Vesta Inventory Services' standard rates or at rates separately agreed upon via email between the two parties. Unless otherwise agreed in writing or outlined on the price list, payment for services is required within 14 days of the invoice date.

Vesta Inventory Services reserves the right to charge interest at 5% above the Bank of England base rate for all overdue accounts. Payment may also be required in advance via credit card or other cleared funds. VAT is charged at the standard rate on all services.

Additional fees may be applied for the provision of hard copies of reports. In cases where incorrect payment is made, or if inaccurate property information results in an underquoted job, Vesta Inventory Services reserves the right to withhold the report or cancel the service. Cancellation fees will apply in such cases.

Additional charges may be settled via credit card or BACS transfer. Reports will only be released once full payment has been received.

PROPERTY SIZES

Our pricing structure is designed to reflect the time and effort required to inspect properties, liaise with third parties, and compile detailed inventory reports. Prices vary depending on the specific service provided, including inventory makes, check-ins, combined inventory and check-ins, check-outs, executive check-outs, and mid term inspections. Pricing also accounts for the size of the property, including the number of bedrooms, additional rooms, outbuildings, and furnishings.

Vesta Inventory Services aims to provide a comprehensive and professional service at competitive rates, offering excellent value for money. In some instances, our pricing may be subject to minimal adjustments due to increased costs. Clients will be notified of any changes in advance wherever possible.

A charge of £10.00 + VAT per standard room applies unless otherwise agreed. Non-standard rooms, such as particularly large or heavily furnished spaces, or additional areas like outbuildings, swimming pools, or extra storage spaces, may incur additional charges.

If the property size or layout has been inaccurately described by the Client, Vesta Inventory Services reserves the right to adjust the charges accordingly. Reports may be withheld until any outstanding balance has been settled.

REPORTS AND DOCUMENT STORAGE

All reports will be delivered in PDF format. Hard copies are available upon request and may incur an additional charge.

Vesta Inventory Services will retain original hard copy documents for a period of 3 months from the date of the appointment. Digital documentation will be securely stored for up to 12 months following the end of the previous tenancy. After these periods, documents may no longer be available unless specific arrangements are made in advance.

CANCELLATIONS AND NO-SHOW POLICY

Vesta Inventory Services reserves the right to charge the full fee for an assignment if it is cancelled after 12:00 noon on the day prior to the scheduled appointment or on the day of the visit. If a Check Out inspection is cancelled, we may charge for the cost of any report already being processed or typed.

In the event of delays, a charge of £35.00 per half hour may be applied. This includes delays caused by the late arrival of the tenant or Client, the provision of incorrect or unavailable access keys or documentation, or any other delay in gaining access to the property that is beyond the control of the Clerk or Vesta Inventory Services.

Vesta Inventory Services enforces a clear cancellation and delay policy to ensure efficient operations and to cover the cost of time and resources lost as a result of late cancellations or delays. Any cancellations or delays will be managed strictly in accordance with these terms.

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 & WORKING HOURS

Vesta Inventory Services operates with a standard lead time of 5 working days for all services. However, we will always endeavour to accommodate urgent requests within this timeframe wherever possible.

For short-notice bookings or during peak periods, busy seasons, or in rural locations, Vesta Inventory Services will offer the nearest available time slot to complete the service.

Our standard office hours are Monday to Saturday, 9:00 am to 7:00 pm. Services on Sundays and outside of these hours are available upon request but may incur additional charges. Weekend and out-of-hours availability is subject to scheduling constraints.

INSTRUCTION CONDITIONS

Vesta Inventory Services accepts instructions from the Client via email, telephone, or the Client's own system through an API integration. Once an instruction is received, a binding contract is deemed to exist between Vesta Inventory Services and the Client, subject to these terms and conditions.

All instructions will be recorded in our system. It is the Client's responsibility to review any written confirmation or details provided and promptly correct any errors. Vesta Inventory Services will not be held liable for inaccuracies resulting from uncorrected errors in the instruction details provided by the Client.

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 endeavours 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 Rosemond Services 2024 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.