



Terms & Conditions of Business

DEFINITIONS

| | |
|-----------------|---|
| "Client" | means the person firm or company that has engaged No Letting Go to carry out the Services |
| "No Letting Go" | means No Letting Go Inventory Management Ltd, or any of its employees, agents, contractors, authorised franchisees or a member of the No Letting Go network of affiliated providers and reference to 'us' 'we' or 'our' is a reference to No Letting Go |
| "Services" | means the taking of an inventory of the contents and condition of a property and/or other such associated services to residential or commercial tenants |
| "Inventory" | means an inventory of the contents and condition of a property and/or other such associated services/reports provided by No Letting Go |
| "Landlord" | means any landlord or its or his representative |
| "Report" | means a written document detailing the outcome of the provision of the Services |
| "Check Out" | means a written document compiled at the end of the tenancy detailing the outcome of the provision of Services |
| "Clerk" | means the person approved and assigned by No Letting Go to carry out the Services |
| "Information" | means the contents of the Report |
| "KMS" | means the No Letting Go web based proprietary software management system |

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 No Letting Go 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 No Letting Go 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 .

No Letting Go 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 No Letting Go's negligence, or as expressly provided in these terms, No Letting Go 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 No Letting Go 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 No Letting Go under or in connection with the contract shall not exceed the amount of No Letting Go's charges for the provision of the Services, except as expressly provided in these terms.



nolettinggo
inventory management

POLICY STATEMENT

No Letting Go have taken steps to ensure that all personal data we collect falls in line with the GDPR regulations taking effect from 25 May 2018.

No Letting Go collects personal information when you register with us or place an order for products or services. Personal information that you supply to us may be used in several ways:

- To allow us to fulfil the terms of our contract with you
- To provide information related to a franchise enquiry
- For statistical analysis
- For feedback on service levels provided

We will use this information to provide the services requested, maintain records and, if you agree, to send marketing information.

We will not disclose any information to any company outside the No Letting Go Group for any other reason unless required to do so by law.

For more information explaining how we use your information please see our privacy policy which is included in our terms of business, available via our web site – www.nolettinggo.co.uk or on www.kaptursoftware.co.uk

GENERAL 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 No Letting Go. 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. No Letting Go 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.

No Letting Go reserves the right not to handle/move valuable ornaments nor will No Letting Go include in the inventory, numbers and titles of books, plants, consumables, items which are packed for storage or miscellaneous items other than garden equipment.



GENERAL TERMS (cont)

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 No Letting Go 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. No Letting Go 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 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. No Letting Go 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

No Letting Go 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.

No Letting Go 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.

No Letting Go 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 No Letting Go and any of these parties as the principle unless agreed otherwise in writing with No Letting Go.

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, No Letting Go 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. No Letting Go 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 No Letting Go and/or where the Client does not provide an inventory, No Letting Go 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.



Check Out (cont)

It is not the responsibility of No Letting Go to switch off any accessible electrical appliances and No Letting Go 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 degs unless otherwise detailed in the Client Service Level Agreement. However No Letting Go 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. No Letting Go 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, No Letting Go 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. No Letting Go will not be held responsible for any claim for missing keys raised after 72 hours of the Check out by the Client.

Property Visits (periodic or mid-term inspections)

Any midterm or interim visit by No Letting Go 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 No Letting Go will visit. Where an appointment has been confirmed with a tenant and they refuse access, are not available or No Letting Go are unable to enter, then we reserve the right to charge a cancellation fee per visit.

No Letting Go 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 gained the tenant's written permission for photographs to be taken.



Smoke and Carbon Monoxide Alarm Inspection and Installation Service

No Letting Go provide a Smoke and Carbon Monoxide Alarm Inspection and Installation service. This service is to assess and report on whether these alarms meet the requirements of the Smoke and Carbon Monoxide Regulations 2015.

No Letting Go will:

- i. Inspect, assess and report on the alarms present in the property and whether they are in working order
- ii. Where instructed by the agent or landlord, install the appropriate alarm and test to ensure their working order
- iii. Install a battery operated unit with a minimum 5 year unit warranty
- iv. Install in accordance with the manufacturer's installation instructions and/or as recommended on the firesafety web site using either screws or double sided mounting tape, either on the ceiling, wall or in the case of carbon monoxide alarms, freestanding where applicable.
- v. Locate alarms according to the regulations, industry and/or manufacturers recommended locations or if not possible due to extenuating circumstances, located in the most appropriate position.
- vi. Where a carbon monoxide alarm is required to be fitted to a wall it will be at the inspector's sole discretion as to the most effective and discreet positioning and No Letting Go will not be held liable for the cost of any re-siting or repair work incurred in the event that the landlord requests the alarm to be moved.
- vii. All alarms fitted will be tested and detailed on the inspection report
- viii. Where an inspector determines that a replacement battery is required for either a carbon monoxide alarm or a battery operated smoke alarm with a 5 year warranty and the property is tenanted, the inspector will make a recommendation that the tenant replaces the battery/batteries in the Inspection Report.
- ix. Where an inspector determines that a replacement battery is required for either a carbon monoxide alarm or a battery operated smoke alarm with a 5 year warranty at the time of a check out or for a vacant property, the inspector will, subject to the availability of the required battery, replace and test for working order and charge the client accordingly.
- x. Only such smoke alarms / carbon monoxide monitors that are reasonably accessible to an inventory clerk will be tested.
- xi. An inventory clerk shall not be required to change any battery that may be fitted to an alarm or monitor and shall not be required to test any electrical wiring or other electrical installation where an alarm or monitor is wired into or linked to an electrical circuit of a given property.
- xii. Whether an alarm or monitor is reasonably accessible shall be determined by the inventory clerk at their sole discretion. By way of guidance only, any alarm or monitor which is situated more than 8 feet above floor level shall be considered as inaccessible under normal circumstances.
- xiii. Any test of an alarm or monitor shall be limited to the activation of a test button fitted to the alarm or monitor and shall not involve any "live smoke" test.

Legionella Risk Assessments

No Letting Go provides a Legionella Risk Assessment Service to comply with the landlord's obligations under the Health & Safety at Work etc Act 1974. This service is to assess and report on whether there is an increased risk of Legionella being present in the water system and if a risk is identified to provide appropriate recommendations for either the landlord or tenant to reduce or eliminate the risk.

The Risk Assessment is conducted in accordance with ACOP (Approved Code of Practice) L8 to include:

- i. The recording of the water temperature of all hot and cold water outlets
- ii. The recording of the temperature of the hot water tank (calorifier) outlet pipework
- iii. A visual inspection of all tap spouts and shower/spray heads
- iv. A visual inspection of the hot water tank and associated plumbing where applicable
- v. Advising on any redundant pipework (dead legs) and/or flexible hoses visible
- vi. A visual inspection of the cold water tank where applicable
- vii. Advising on exterior features including water features, fountains, hot tubs and exterior taps where applicable

The Risk Assessment does not constitute a Legionella 'test' and no samples of water will be taken for analysis. The client will be advised of appropriate measures to be taken where necessary and in the event of a Level 4 risk (most severe) being identified, No Letting Go will recommend that the property be closed down immediately and that an expert contractor be appointed to decontaminate the property.

The Assessor reserves the right not to access any areas of the property which are deemed unsafe including loft spaces where there is either no or inadequate boarding allowing safe access to inspect the cold water tank and/or boiler.

The Risk Assessment is limited to the condition and state of the water system as presented at the time of the visit and No Letting Go cannot accept any liability for any increased Legionella Risk that may arise at a subsequent date due to a change in circumstances, for instance the property being left empty for an extended period of time or a defect occurring within the water heating system.

No Letting Go 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.



Property Instructions and Viewings

No Letting Go provide property instruction and viewing services with the sole aim to collect factual information and/or data for the Client. It is the responsibility of the Client to check and agree all information before making it public and to check that the presentation of the information meets all laws and legislation related to the advertising of property.

No Letting Go is not acting as a managing or estate agent, only providing information instructed by the Client and as such take no responsibility for any mistakes or errors published.

No Letting Go charge by the hour and unless otherwise agreed, will work strictly to the agreed times.

If No Letting Go are required to evidence any forms of ID at any time, No Letting Go will not accept liability for the authenticity of the documents provided by the landlord, tenant or any third party nor accept liability for illegal letting of the property.

Keys - collection, delivery and management

It is the responsibility of the Client to deliver all property access keys to the Clerk. In the case of collection or delivery back to the Client, No Letting Go will charge 45p per mile or for special delivery postage, will charge £15.00 + VAT. If the landlord requires keys held by No Letting Go, 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) and 10am - 3pm on Saturday and only subject to availability. 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, No Letting Go reserve the right to charge for a cancelled appointment.

For vacant and empty properties the Clerk/Assessor will lock the front door upon departure to the same level as it was found upon arrival. For instance if only a Yale lock has been utilised the clerk/assessor will not secure any additional locks such as a Chubb lock to avoid the next visitor/tenant being unable to gain access unless alternative written instructions have been provided by the Client.

COMPLAINTS AND REPORT ERRORS

No Letting Go 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. No Letting Go reserve the right not to accept responsibility for any errors in Reports reported after 7 days from the date of the Report. No Letting Go will not accept any liability for errors reported after the commencement of the next occupancy.

PAYMENT OF CHARGES

- i. No Letting Go 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.
- ii. The Services will be charged to the Client at the No Letting Go's standard rates or rates separately agreed between the two parties by e mail.
- iii. 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 No Letting Go's invoice.
- iv. No Letting Go will charge interest of 5% above the Bank of England base rates on all overdue accounts.
- v. No Letting Go reserve the right to charge for our services in advance by credit card or any form of cleared funds.
- vi. VAT is charged at the standard rate on all services
- vii. We reserve the right to charge an additional fee for any hard copies of the inventory.
- viii. 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, No Letting Go reserve the right to either withhold any report or cancel the job, in which case cancellation fees would come into effect.
- ix. Any additional charges can be made by credit card/BACS facility directly with No Letting Go. Reports will only be issued against payment in full.



PROPERTY SIZES

- i. Property sizes and pricing are based on the following (hallways/landings are considered inclusive):
 - a. 1 bed property – Max. 4 x rooms (typically 1 bedroom, 1 reception, 1 bathroom, 1 kitchen)
 - b. 2 bed property – Max. 6 x rooms (typically 2 bedroom, 1 reception, up to 2 bathrooms, 1 kitchen)
 - c. 3 bed property – Max. 8 x rooms (typically 3 bedroom, 2 reception, up to 2 bathrooms, 1 kitchen, garden/garage)
 - d. 4 bed property – Max 10 x rooms (typically 4 bedroom, 2 reception, up to 3 bathrooms, 1 kitchen, garden/garage)
 - e. Larger properties are based on individual pricing
- ii. No Letting Go reserve the right to charge additional rates per room or extra storage or facilities (eg. outhouses, swimming pools) for properties different from above, prices upon application.
- iii. If the size of the property is incorrectly given by the Client then No Letting Go will charge for the difference and 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. No Letting Go 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 No Letting Go's proprietary KMS software system (live or archived) 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.

INSTRUCTION CONDITIONS

No Letting Go can accept instructions from the Client via e-mail, telephone, KMS or the Client's own system via API. Once an instruction is received, a contract is deemed to exist between No Letting Go and the Client subject to these terms and conditions. All instructions will be recorded in KMS, 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

No Letting Go 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.

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 No Letting Go.

CANCELLATION RIGHTS

The following provisions apply where the Client is a consumer as defined in The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

By law you may have the right to a “cooling off period” during which you will have the right to withdraw from the purchase of a service from us for any reason within 14 calendar days from the point your contract is concluded with us. To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. letter sent by post, fax or e-mail).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the “cooling off period” set out above has expired.

If you cancel an order, you will be entitled to reimbursement of all payments made by you in respect of the order, and the conditions below shall apply.

The reimbursement will be made to you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.



The reimbursement will be made to you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have requested us to begin the performance of services during the “cooling off period”, you will be required to pay an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract, in comparison with the full price of the contract. Unless you tell us otherwise, your purchase of services from us will be taken as a request by you to begin the performance of such service immediately (and within the “cooling off” period).

Details of this statutory right, and an explanation of how to exercise it, will be provided again in the email you will receive from us acknowledging your request. For more information on your right to withdraw from your purchase, visit the Department of Business Innovation and Skills’ website or your local Citizens’ Advice Bureau or Trading Standards office.

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.

TRADE MARK, COPYRIGHT AND OWNERSHIP

The No Letting Go name and logo is trademarked and protected from copying or use without our prior written agreement. All information and data held on any proprietary systems, any paperwork and including all marketing literature and contents of any digital media sites, including No Letting Go web site www.nolettinggo.co.uk and its associated web sites are, unless otherwise stated, the property of No Letting Go Inventory Management Ltd and where relevant, contains confidential information and is therefore protected by international copyright laws. All rights in respect of that copyright are reserved. Without our prior written agreement, no part of any documentation or marketing information may be copied or reproduced by the Client save for the temporary copies made for the purpose of downloading the web site.

LINKS

Web sites to which the Client may link to through the No Letting Go web site are independent of the No Letting Go web site and No Letting Go does not exercise any control over such sites. No Letting Go does not accept any liability in respect of the Client’s use or inability to use any linked site or in respect of the content of such sites.

LAW

The laws of England apply to these terms and conditions and the parties submit to the exclusive jurisdiction of the English Courts.