

TERMS OF BUSINESS

Introduction

The work we do for you is governed by these terms of business and any agreed written variation. This is an important document. Please keep it for future reference.

Green and Mortar Limited

In these terms of business “we” or “our” refer to Green and Mortar Limited.

No member, consultant or employee of Green and Mortar Limited will have any personal legal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document.

1. SERVICES

We provide inventories, check in, check out and mid term inspection reports.

Inventories will include utility meter readings, with the exception of water meters and other meters where access is not possible or arranged prior to the time of the appointment.

We are prepared to compile inventories with either the landlord or tenant present. We will only report the condition of the property as it is seen at the time of the inspection. (It is advisable to have all maintenance or cleaning work finished prior to an inventory compilation appointment.)

Our employees will not inspect loft or attic spaces. Cellars can be inspected by arrangement at the time of booking.

One of our employees has been appointed to be responsible for our relationship with you. Please contact him or her if you have any query.

2. BOOKINGS

Booking an appointment for any service that we provide can be made by email (info@greenandmortar.com) or by telephone 0845 4700 444. Telephone bookings will need to be accompanied by an email with all the booking instructions provided. (We will provide a blank email booking form).

At least 24 hours reasonable notice is preferred. We will endeavour to accommodate bookings made within this time frame. However, on occasion this may not be possible.

Our working hours are Monday-Friday 9am-5pm. Saturdays and evenings are available by arrangement and may be subject to an additional charge. Any additional charges will be made clear at the time of confirmation of a booking. Please refer to our most recent price list for current charges.

3. CANCELLATIONS

All bookings cancelled with more than 24 hours' notice will receive no cancellation charge.

Cancellations made on the same day as the appointment will be subject to a minimal charge of 50% of the charge for the booked service.

Cancellations where a tenant or landlord fails to show up at the property at the appointed time will be invoiced to the agent. The full cost of the service will be charged for cancellations where the clerk has been made to wait at the property at the time of the appointment.

Appointments which commence more than 30 minutes after the appointed time will be subject to an additional charge at our discretion but not over and above the full charge for the appointed service.

4. PAYMENT & INVOICING

We will endeavour to invoice on a fortnightly basis. The payment due date will be clearly displayed on each individual invoice.

All works booked by the agent will be invoiced directly to the agent and not to the landlord.

We ask that the payment due dates are rigorously adhered to. Interest will be charged on a daily basis at the official rate payable on judgment debts (which is usually close to standard commercial rates) and we may also be entitled to:

- recover any costs we incur in collecting the overdue amount;
- do no further work for you until we are paid in full
- retain all reports until we are paid in full.

Payment can be made via bank transfer or cheque. Payment details can be found on each individual invoice.

If we are asked to act as witnesses before court, our standard charge is £30 + VAT per hour (including travel time) per individual, plus all travel and reasonable sundry expenses incurred.

VAT

VAT is payable on fees and expenses at the applicable rate.

5. OUR DUTY

We have a duty to act on your reasonable instructions, subject to our professional duties as inventory providers. Our relationship is with you, and we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement.

6. OUR LIABILITY

Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:

- it is Green and Mortar Limited that is liable, not an individual partner or member of staff; you agree to make no claim against an individual except for fraud;
- our maximum liability for any mistake (except for fraud) is £1 million (unless a different amount is agreed with you in writing);
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others.

These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury.

If you think we have made a mistake we have no liability for any breach of our duties to you unless you let us know in writing about the mistake within 5 working days of becoming aware of it, and start any legal proceedings within 3 months of giving us that written notice.

7. CONFIDENTIALITY

We will keep confidential all information about you and your business and not disclose it to anyone outside the LLP without your consent. You do consent to that disclosure:

- in the proper handling of your work;
- on a confidential basis to auditors who make random checks of files;
- to our professional indemnity insurers;
- where compelled by professional regulations or by law, such as a court order;
- on a confidential basis to any external provider of administration services.

If we are compelled to disclose information, or if you ask us to object to disclosure, we may charge for the work involved.

8. EMAIL

We routinely use email to communicate, and whilst we have normal levels of security in place, you accept the risk that email communications may not be secure.

9. DATA PROTECTION

We comply with the current law on data protection. We store and process information about our clients in the context of our business. We are able, in most circumstances, to supply you on request with copies of the information which we store about you and your business.

You accept that to enable us to comply with our obligation to check your identity, to make credit decisions about you and to prevent fraud we may search the electoral roll and the files of credit reference agencies who will record any credit searches on your file.

10. COMPLAINTS

We follow best practice guidelines as laid out by the Association of Independent Inventory Clerks (AIIC) and the ARLA run Association of Professional Inventory Providers (APIP). We investigate any complaint promptly and thoroughly. First, you should contact your relationship manager with full details of your complaint. If you are still unhappy, you should refer the matter to above associations, of which we are members.

DECLARATION: The undersigned confirms receipt of Terms of Business from Green and Mortar Limited and confirm that the terms are fully understood and accepted as the binding agreement in connection with all services provided by Green and Mortar Limited.

Signature (below)	Date	Witness signature (below)	Date
Print name		Print name	