**Terms of Business**

**1  General**

These are the Terms and Conditions of Business for services provided between Live Oak Inventories Limited (Live Oak) as an independent inventory company and an Instructing Principal or Client.  The commissioning of Services by an Instructing Principal on behalf of their Client or Client's legal representative shall be deemed an agreement to these Terms and Conditions

**2  Quotations for work**

Where Live Oak fees are calculated on the number of rooms within a property it is the responsibility of the person making the enquiry to fully avail themselves of our fees and pricing policy and provide accurate, fair and correct information when obtaining quotations for work.  **Our fees reflect the work carried out not the amount quoted**

**3  Fees and charges**

3.1 The liability for all fees relating to a specific inspection lie with the Instructing Principal

3.2 It is the responsibility of the Instructing Principal to accurately provide all relevant invoicing information. Inaccurate information will delay invoicing and distribution of reports

3.3 Unless previously agreed otherwise, our payment terms for approved agents is 14 days

3.4 Unless previously agreed otherwise payment by landlords must be received in full BEFORE distribution of reports

3.5 Live Oak reserves the right to charge interest on overdue accounts at base rate + 8% in line with the Late Payment of Commercial Debts (Interest) Act 1998

3.6 All reports unpaid after 30 days will be archived.  An administration fee will be charged for their retrieval in addition to any outstanding fee related to them.  These reports will only be released when ALL related fees have been paid in full

3.7 All distributed reports remain the sole property of Live Oak until full payment has been received

3.8 Live Oak reserves the right to change prices at anytime and such charges shall be immediately effective.  The price charged will be that prevailing when the booking is made.  The Instructing Principal is responsible for ensuring they are fully aware of our prices at the time of making a booking

3.9 A full current price list is available on request

3.10 All fees and charges are subject to VAT at the prevailing rate (VAT No GB 713 8341 47)

**4  Arrangement of appointments and access to properties**

4.1 Unless previously agreed otherwise, it is the responsibility of the Instructing Principal to arrange appointments and access to properties

4.2 Information provided as part of the booking process must be candid and accurate.  Failure to provide accurate information may lead to appointments being aborted or extra charges being raised

4.3 Once a booking has been agreed, it is the responsibility of the Instructing Principal to keep Live Oak informed of all relevant changes to booking details, specifically cancellations or postponement of appointments, changes to appointment date or time or access arrangements

4.4 Unless previously agreed otherwise, the Instructing Principal is responsible for ensuring access arrangements are met, including booking of keys, arranging access via porters, landlords or tenants etc

**5  Booking confirmations**

5.1 Live Oak will confirm ALL bookings via an emailed booking confirmation

5.2 The Live Oak Web calendar automatically creates and sends this booking confirmation direct to the Instructing Principal once an appointment has been added and saved onto the calendar.  This booking confirmation is our commitment to attend and carry out the relevant inspection

5.3 A new booking confirmation will be emailed each and every time a booking is altered or changed

5.4 It is the responsibility of the Instructing Principal to check expected booking confirmations have been received and that the information contained within them is correct

5.5 Incorrect information on the booking confirmation could lead to delays, aborted appointments or additional charges for which Live Oak will accept no responsibility

5.6 Live Oak operates a "no booking confirmation, no booking" policy and will not accept any responsibility for missed appointments where the Instructing Principal is unable to provide the relevant Live Oak booking confirmation

**6  Appointment delays**

6.1 Due to other diary commitments it is vital appointments start on time

6.2 The majority of appointments will be aborted if they are delayed more than 20 minutes after the agreed start time.  An abortive fee will be charged

6.3 Where the diary will allow, the Clerk will wait after the 20 minute cut off.  The total waiting time will be added to the final cost of the inspection

6.4 The same conditions and limitations apply when tenants are to attend at the end of an inspection for the purpose of collecting keys

**7  On site documentation**

7.1 Live Oak will work from inventories produced by other professional inventory clerks/companies provided they are current and sufficiently accurate and detailed to be fit for purpose

7.2 Live Oak will **not** work from inventories made by landlords

7.3 Provided Live Oak has the relevant documentation on file, Live Oak will undertake to provide its Clerk with all documentation necessary to complete an inspection, either directly to the Clerk or via the Instructing Principal

7.4 Where the documentation is not originally from Live Oak, it is the responsibility of the Instructing Principal to provide all necessary documentation

7.5 It is the responsibility of the Instructing Principal to ensure all relevant documentation is current and sufficiently accurate and detailed to be fit for purpose

**8  Keys**

8.1 It is the responsibility of the Instructing Principal to give clear instruction with regards to all aspects of keys, their collection, issue, retrieval and return

8.2 As part of our fee, Live Oak will collect/return keys to any address pre/post appointment provided the relevant address is deemed "local" to the property on which the inspection is/has occurred

8.3 Live Oak will return keys further afield by Clerk, registered post or courier.  An additional fee will be charged

8.4 By default all principal keys and fobs (those required to actually access a property) issued/retrieved to/from a tenant will be noted, photographed and tested as part of the inventory process.  Any keys or fobs not tested will be clearly noted as such on the report

8.5 Live Oak will not accept responsibility for any lost or unaccounted keys or fobs or any issued in error to tenants

**9  Meter readings**

9.1 Meter readings are taken as part of the inventory process.  This is subject to successful access and the correct meters being identified

9.2 Live Oak provides a meter reading guarantee. Live Oak will return and take/re take meter readings which were not taken but where they might reasonably be expected to have been

9.2 Live Oak Clerks will search out meters in all accepted locations however it is the responsibility of the Instructing Principal to provide details of utility meters including meter numbers, location and access details

**10 Safety alarms**

10.1 As part the Check in and Check out inventory process all accessible alarms will be tested where possible. This will be a simple push test whereby the test button on each alarm will be pressed to test if the alarm sounds. Where an alarm sounds the alarm will be noted as working. Where no sound is made, the alarm will be noted as not working

10.2 Some alarms and alarm systems will require more specialist testing than Live Oak is able to offer. These will be noted as such on the safety alarm schedule on the inventory

10.3 The testing of alarms is done in good faith, the aim of which is merely to inform the landlord or managing agent of potential issues relating to them. Live Oak accepts no responsibility or liability for the alarms, whether they work or not or if they are compliant or not

10.4 Live Oak will take no responsibility for damage or malfunction during the testing of alarms or reporting on any other safety related matters

**11  Dilapidations/allocation of liability**

11.1 Where Live Oak allocates liability for issues noted at Check out, Live Oak acknowledges that contractual terms within the tenancy agreement may over rule the opinion of the Inventory Clerk

11.2 Criteria and guidelines of the AIIC will be used in the allocation of any liability

**12 Report distribution**

12.1 It is the responsibility of the Instructing Principal to accurately provide all relevant distribution information.  Inaccurate information will delay distribution

12.2 Unless previously agreed otherwise, all distribution is by email

12.3 All emailed reports are in PDF format. Acrobat Reader software is available [here](http://www.adobe.com/products/acrobat/readstep2.html).  We do not email reports in any other format

12.4 With prior agreement Live Oak will provide hard copy distribution via post.  An additional administration fee will be charged

12.5 Advertised distribution times relate to documents physically leaving the office.  Any delay exceeding this time will be immediately communicated to the Instructing Principal as soon as this delay becomes apparent

12.6 Live Oak will not accept liability for delays in distribution for any reason

**13  Archiving of reports/photographs**

13.1 Live Oak endeavours to store and archive all reports and photographs indefinitely however we will not accept liability for any report/photograph that becomes lost or corrupted

13.2 Once distributed, the archiving of reports and provision of such for future use remains the responsibility of the Instructing Principal or their client(s)

13.3 An administrative charge may be raised for retrieval and provision of any archived report or photograph

**14  Photographs**

14.1 Photographs are taken as part of both the Check in and Check out process.  Unless specifically requested otherwise, the number and type of photographs taken remains at the discretion of the individual Clerk operating within Live Oak procedures at the time

14.2 Some photographs may be included in the reports, others are filed.  Photographs can be viewed and downloaded by clicking the photo link on the report

14.3 Photos for any given tenancy will remain available for viewing or downloading for a period of 3 months after the check out for that tenancy

14.4 Stored photographs can be made available after this time.  An administrative fee maybe charged

**15 Disputes**

15.1 Live Oak will, provided the relevant Check in and Check out was conducted by Live Oak, the inventory process was completed properly and all related fees to the disputed tenancy have been paid in full, attend Court or assist in the mediation of a dispute.  An hourly fee will be charged

15.2 Live Oak will not, under any circumstances, become involved in any dispute until all fees related to the disputed tenancy have been paid in full

15.3 Until all Live Oak fees relating to a disputed tenancy have been paid in full, the relevant reports remain the sole property of Live Oak.  These reports may not legally be used without written permission from Live Oak, either in the mediation of a dispute or in a Court of Law

15.4 Live Oak reserves the right not to become involved in any dispute relating to any tenancy where Live Oak did not do the Check in **and** Check out or where the inventory process related to the disputed tenancy is flawed

**16  Complaints**

Alleged complaints relating to work or invoicing must be communicated verbally within 3 (three) working days of the distribution of said report/invoice and then confirmed in writing within 7 (seven) working days.  Any complaint will then be investigated and any necessary action will be taken

**17 Commitment to clients**

17.1 Our overriding concern is our commitment to our clients.  Our products and services are flexible and we undertake to tailor these to the specific requirements of individual clients

17.2 We are committed to best practice, impartiality, transparency and the highest level of professionalism in every aspect of the inventory process.  More information about us, our principles, products and services can be found on this website