



SILVER ARCH
PROPERTY SOLUTIONS

Terms & Conditions

Full Terms & Conditions

Where it states '**the company**', this is Silver Arch Property Solutions Limited.

Prices: The prices set by the company are valid at the time of agreement of service. The company reserves the right to adjust prices when required. The company may agree custom prices or bulk prices with any customer(s) as part of any specific set of services or package deals.

Quotes: Any quotes remain valid for the period of 14 days.

Payment Terms: All payment should be made within 28 days of receipt of an invoice unless otherwise agreed with the company. Payment should be made via Bacs or by credit/debit card where possible to the bank details stated on the invoice. The company is unable to accept cheques.

EPCs: EPC certificates are submitted and uploaded to the required national database upon completion. At times it may be necessary to contact Elmhurst Energy as part of the EPC process if there is a query or anomaly in the collection of parameter data while conducting the EPC survey.

The certificate will only be submitted and uploaded following receipt of payment unless otherwise agreed by the director of SAPS.

Inventories: The company is an independent provider of inventories. It cannot comment on deposit matters. The inventory clerk producing the report is not an expert on fabrics, woods, materials, antiques etc: nor a qualified surveyor or valuer of items. The report will not necessarily mention structural defects and does not give any advice on the cost of any repair work, or the types of repairs which should be used.

The report offers no guarantee of, or reports on, the adequacy of and/or safety of any equipment or contents, it is a record that such items exist in the property at the date of the inventory. The ownership of the report(s) remains that of the commissioning party and shall not be copied without their written permission. Where an item or overall description of an area is listed and there is no comment on its condition, it should be considered to be in a good overall condition unless otherwise stated.

If the company did not produce the original inventory when carrying out a check out report, the original inventory should be referred to when considering the final condition of an item. Where the check out report states 'As inventory plus', it is to be considered the descriptions in the condition are very similar to the original inventory with additions and/or exceptions listed.

Inventories should be signed within seven days of receipt by the landlord and/or tenant if a signature has been requested by the managing agent or landlord. If no signature is received after

this time, it will be assumed the report is approved by the commissioning agent and/or tenant. Reports should be signed electronically if possible but can be printed and signed in person if required. Individual properties contained within HMOs are considered to be separate properties to one another in line with the company's pricing structure.

It remains the landlord/letting agents' responsibility to ensure the property being let conforms to current UK regulations for letting properties. The company cannot be held responsible for any property or properties that do not conform to current UK regulations.

When carrying out an inventory, additional rooms not identified or known of the time of commissioning such as loft/basement rooms, study, utility room etc or additional en-suite rooms are charged at £10 extra per room. Heavily furnished rooms are charged at £10 extra per room. Larger properties with a high number of rooms may be subject to an extra charge. This will be discussed with the customer before commencement of service.

Check in/out reports as a standalone service do not include the production of full inventories. If Valerien did not produce the original inventory, this should be provided to the company prior to the visit.

The company reserves the right to levy a cancellation charge of up to 50% of the value of works in the following situations unless agreed with the company managing director:

- The company representative is unable to gain access to the property at the agreed time
- The tenant is either not ready to check out or refuses to leave the property at the agreed time of check out
- Incorrect property address details have been provided
- Insufficient cancellation notice period has been provided (see 'Cancellation')

For internal house alarms e.g., smoke, CO and heat alarms, push button checks are included as standard in inventory services unless requested separately. The test is for audible signal sound only to confirm power is running to unit on the day of the visit. It does not confirm the functionality of alarms in the event of a real fire or CO leak. Condition check is a visual inspection of the unit(s) to confirm it is in place, its cleanliness and is free of obstruction(s). It is not a controlled release of smoke/heat/CO test. The company cannot be held responsible for any alarms that do not work after the audible and visual check has been completed.

The Fire and Safety regulations regarding furnishings, gas and electrical items alike are the responsibility of the landlord. Where the inventory notes that a furniture and furnishings label is seen this should not be interpreted as the item complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989, 1993 and 2010). It is merely a record that the item had a label as described or similar to that detailed in the guide to the regulations as published by the Department of Trade and Industry, January 1997 (or subsequent editions), attached at the time the inventory was compiled. Where a fire safety label is not seen, this will be stated in the report.

Ensuring compliance with the new regulations and any remedial action required remains the responsibility of the landlord or their managing agent.

Certain areas may not be inspected during either an inventory/schedule of condition, midterm or check out report dependent on what is being inspected at the time. Please refer to the individual reports for full terms and conditions and list of what is and is not inspected.

Where a pre-arranged inventory service cannot be carried out, e.g. due to refusal of entry by the tenant or no entry being available on the day, a minimum charge of 50% of the value of works may be charged to the commissioning party.

If an action is noted in the report, these will be listed and highlighted in an orange colour at the end of an individual numbered section. If viewing the report online, the specific action can be viewed by clicking on the highlighted action. A full list of actions, if any, are listed at the end of the report.

It should be recognised these are the opinion of the inventory clerk. The person or organisation responsible for the deposit return should make their own decision on specific liabilities.

Replacements of Alarms/Installs of Alarms: The replacement/install alarm services is available as a standalone service or can be carried out while a SAPS representative is on site at a dwelling. An increased fee is charged for a standalone service.

Upon install, a push button check will be carried out to confirm power is running to the unit. It does not confirm the alarm will work as required in the event of a real incident or emergency.

Upon leaving the premises, the responsible for the regular checking, maintenance and operation of the alarm is that of either the property owner or property tenants. SAPS accepts no responsibility for the performance, maintenance and operation of alarms once the service has been provided.

PAT Testing: A minimum £50 call out charge is levied in addition to the standard per item charge when PAT testing is commissioned as a standalone service. The £50 call out charge is waived if PAT testing is included as part of a service bundle excluding microwave leakage testing and EPCs. Built in or fused appliances may not be tested.

For PAT testing at holiday lets or rentals, a list of items provided by the landlord to be tested should be provided prior to the visit taking place.

The company is not currently able to provide PAT testing on 110V/230V items, e.g., construction or workshop equipment.

Should no access to the property be available at the time of the agreed visit, the call out charge may be applied.

If we are required to pull out any items such as white goods to carry out PAT testing, we will return the item to its original position as it was found unless specifically agreed in advance with the managing director. If an occupier or tenant requests an item is left in a different position and instructs us not to return the item to its original position, **SAPS cannot be held responsible for any damage or incidents that may occur at the property after our departure from site.**

Microwave Leakage Testing: A minimum £50 call out charge is levied in addition to the standard charge when microwave leakage testing is commissioned as a standalone service excluding PAT testing. The £40 call out charge is waived if microwave leakage testing is included as part of a service bundle excluding PAT testing. Should no access to the property be available at the time of the agreed visit, the call out charge will be applied.

Legionella risk assessments: Legionella risk assessments do not confirm if legionella bacteria is present in water systems, it identifies the risk level. Testing of water samples must be carried out by an accredited testing laboratory under lab conditions. The company can only carry out legionella risk assessments in properties (including office buildings) that are served by a domestic style boiler and water system. This service is not available to commercial properties serviced by industrial level boiler

or water systems. During the risk assessment, if additional rooms with water outlets e.g. taps, showers, hoses etc are identified that were not known at the time, these may be charged at £10 extra per room.

If a boiler or water tank is located in an inaccessible areas, this will not form part of the legionella risk assessment process.

Out of Hours Appointments: For all services carried out outside of standard office hours, the commissioning agent or customer should provide an out of hours contact number to the company.

Late payment: Where late payment occurs, the company reserves the right to charge an additional £20 per 14 days after payment deadline

Unable to gain access: Where a representative of the company is unable to gain access to a property to carry out an agreed service or a customer is not available at time of visit if this is required, the company reserves the right to issue a cancellation charge of up to 50% the value of works unless otherwise agreed with the customer. Where PAT testing or microwave leakage tests cannot be provided due to being unable to gain access, the company reserves the right to issue a charge of the value of the minimum call out charge (£50).

Cancellation: Where a service requires cancellation, a minimum of 48 hours should be given unless in exceptional circumstances. If insufficient notice is given, the company reserves the right to issue a cancellation or postponement charge of up to 50% of the value of works or the value of the minimum call out charge where applicable.

If a customer cancels an appointment with at least 48 hours notice but does so on three or more occasions, the company reserves the right to charge up to 50% the value of works per subsequent cancellation until the appointment is completed.

Insurance: The company has public liability insurance up to £2,000,000

Condition of Property and Items Contained at Property: If any staff member of SAPS is required to visit an unoccupied property as part of a service, we will leave the property in the same state/condition as it was found unless specifically agreed in advance with the managing director.

Additionally, if any staff member of SAPS visits a property and is asked by a tenant/landlord/representative/occupier to leave an item in an otherwise as seen state/location/condition, the company accepts no responsibility or liability for any damage or incidents that may occur at the property after our departure from site.

Safety of Staff: The company will not carry out a service should the representative feel their safety may be at risk, such as threats of violence, intimidation, assault, dangerous animals or injury. The representative will not enter roof spaces in loft hatches positioned directly above stairwells.

Third Party Contractors: Some of our services may be provided by third party contractors working on behalf of SAPS. If a customer has a concern about the service or person(s) carrying out the service, this should be raised with SAPS at the earliest opportunity.

Service Availability: There may be occasions where not all of our services are available or may not yet be available in a specific area of Hampshire and the Isle of Wight.