Pixel 360 Limited terms and conditions

This is a legal document between Pixel360 Limited and "the client" ("you and your") means the company or firm commissioning Pixel360 Limited for the services outlined within these terms and conditions. By using the on-line diary service or by booking via email or telephone you agree to be bound by these terms and conditions. All updated terms and conditions will be available on the Pixel 360 Limited website: www.pixel360.co.uk

- 1. All prices quoted are exclusive of VAT. Pixel360 reserves the right to change its prices
- 2. Pixel360 Limited will supply high resolution photographs within 24 hours of the appointment. Copies of all photographs are available up to twelve weeks after the appointment date, after this time whilst Pixel360 will make every effort to archive all commissions they cannot guarantee that images supplied after this time will still be available. In most instances where photographs can still be supplied an additional retrieval fee of £10.00 per set of photographs will apply.
- 3. You the client are responsible for providing access to the property at the time/date agreed, please ensure the property is in a suitable and presentable condition. If window shutters and garden doors etc are locked keys should be left in an available location at the property and the photographer should be notified of their location prior to our visit. If we are unable to find keys and as a result a second visit to the property is required this will be chargeable to you the client. Whilst we will spend some time staging photographs to help show a property to its best we are unable to move heavy or fragile items for health, safety and insurance purposes. If you are requiring such items to be removed, please make prior arrangements before our visit. Pixel360 Limited therefore shall not be held responsible if the photographs taken are considered unsuitable due to the condition of a property at the time of the visit. In a worst case scenario when a photographer is unable to access a property or a property is deemed unsuitable for photographs and exterior image will be supplied. When placing an order if you require certain rooms to be photographed or specific angles these should be requested in the access details at time of booking or before we visit a property. When no direct instructions for photographs is given by the client it will be left to the photographer's discretion. If as a result a second visit is required due to a specific photograph of a room or angle not being supplied it will be chargeable to you the client. When ordering package deals additional shots may be supplied these can be purchased within 30days at a cost of £7.50 per photograph.
- 4. Pixel360 Limited will make floorplans available within 48 hours of an appointment. In circumstances where a property is greater than 5000 square foot, whilst we will endeavour to supply the floorplan within the 48 hour time frame we cannot guarantee this will always be possible. Floorplans will be made available either online or by email upto 12 weeks, after this time a retrieval fee of £10.00 will apply.
- 5. Pixel360 Limited attempt to ensure the accuracy of all floorplans. Floorplans are produced for illustrative purposes only, all windows, door openings etc are approximate. Where a property has extra space such as storage vaults, secret storage cupboards or storage cupboards located in a different location to the property that are demised and to be included on the floorplan, Pixel360 Limited should be given these details at time of booking or prior to their visit. If as a result such areas are missed and a re-visit is required this will be chargeable at a standard

floorplan rate to you the client. This will also apply if such areas are unable to be accessed due to keys not being made available. Garden's will be drawn and measured (length and width only) but area's are not calculated. This service is available but at an extra cost of £3.00 per floorplan will apply. Pixel360 Limited when requested will make amendments to room names on floorplans, any other types of amendments required will be at the discretion of Pixel360 Limited and if undertaken Pixel360 Limited will no longer accept any responsibility or liability of any floorplans or any areas calculated from them. When re-ordering copies of floorplans from the Pixel360 Limited archive it is the clients responsibility to confirm that the floorplan remains accurate.

- 6. Energy Performance certificates (EPC's). A visual inspection of the property is carried out, access to all parts of the property is required specifically including boiler's, hot water tanks, electricity meters and loft spaces were relevant. Any other information that may improve the rating should be made available at time of inspection (e.g wall insulation guarantee, certificate for flat roof insulation etc). All findings are lodged through an independent accreditation scheme. Any recommendations made for energy saving costs are guidelines only. Once the report is finalised they cannot be altered and any additional information provided that may affect the ratings will require the commissioning of a new EPC.
- 7. All prices quoted (except exterior only bookings) include a £25.00 booking fee. If an appointment is cancelled less then three hours before the appointment the booking fee of £25.00 will still apply. If our Photographers are already on site the full amount of the original booking will still be chargeable. Pixel360 Limited understand that cancellations are from time to time inevitable in instances where access to a property that is not a timed appointment is not possible at short notice, providing Pixel360 Limited are not already at the relevant address a cancellation charge will not be applied.
- 8. Pixel360 Limited and its agents will use reasonable skill and care in producing brochures to the guidelines provided by the client. By approving by email a proof of the brochure the client takes full responsibility for the content including photographs, text, floorplans (including compass points), layout, logo and colours and will be deemed by Pixel360 Limited to have checked and be satisfied with all aspects.
- 9. Prices for brochures exclude delivery costs.
- 10. Pixel360 Limited shall exclusively own all copyright and other intellectual property rights in and relating to the instruction.
- 11. Invoices are required to be paid in full within 28days of receipt. Pixel360 Limited reserve the right to charge for late payments in accordance with The Late Payments of Commercial Debts (Interest) Act 1998, and subsequent legislation.
- 12. Hours of business are Monday to Friday 9am to 6pm.