

## 1) Introduction

This is a legal agreement between Cherry White Images Limited (we or us) and You ('You' or 'Your'). These terms and conditions of business shall apply to all commissions undertaken by Cherry White Images Limited, unless otherwise specifically agreed in writing. By using an online order form or by ordering via telephone, fax, post or email you agree to be bound by these Terms and Conditions. All orders and requests for commissions or any additional services will be subject to Cherry White Images Limited's acceptance which will be notified to you when Cherry White Images Limited confirms Your order and will be governed by these Terms and Conditions. Cherry White Images Limited reserves the right to amend this agreement from time to time and new versions of this agreement will be posted on Cherry White Images Limited's web site.

## 2) Cherry White Images Limited Commissions

Cherry White Images Limited provides various services from time to time, which may include without limitation filming and photographing premises, processing panoramic images, creating virtual tours, draughting floor-plans, hosting web pages and printing particulars. Cherry White Images Limited reserves the right to reject any commission.

## 3) Cherry White Images Limited Fees

Cherry White Images Limited's fees are subject to change from time to time. Cherry White Images Limited's fees are payable immediately on supply of an invoice on completion of the commission. Cherry White Images Limited reserves the right to charge interest at 4% above Santander Bank base rate from time to time for any amounts outstanding beyond 30 days. All invoices are subject to VAT where applicable. If, despite reminders you have still not paid any amount outstanding after 90 days, then Cherry White Images Limited reserves the right to add additional charges to the invoice to cover the costs of debt collection. These charges are based on an hourly rate of £150 per hour for the Director who chases the debt and £50 per hour for junior staff. It is Cherry White Images Limited's policy to add a fixed charge of £500 to the outstanding amount as a reasonable estimate of the costs involved and in placing Your order subject to these Terms & Conditions you expressly agree this additional charge to be reasonable.

## 4) Photographs and Virtual Tours

Cherry White Images Limited will use reasonable skill and care in shooting photographs and preparing virtual tours in fulfillment of a commission. It is Your responsibility to check photographs and virtual tours supplied to ensure that they are correct in all requirements. If you are not completely satisfied with the photographs or virtual tours Cherry White Images Limited have supplied you must tell Cherry White Images Limited immediately and explain why you are dissatisfied and you must give Cherry White Images Limited the opportunity to correct the problem. Your attention is drawn to clause 8 below which covers the limitation of Cherry White Images Limited's liability.

## 5) Floor Plans

Cherry White Images Limited will use reasonable skill and care in sketching and drafting floor plans. All floor plans supplied by Cherry White Images Limited are intended for indicative purposes only, they are not intended to be scale drawings and measurements and areas quoted are approximate, whether or not a suitable disclaimer appears on the drawing. If you are not completely satisfied with the floor plan or if you think it may contain an error then you must tell us immediately so that we can investigate and if necessary make corrections. Cherry White Images Limited draws Your attention to the requirements of the Property Misdescriptions Act 1991 ('PMA'). It is Your responsibility to ensure that a floor plan is an accurate representation of the property. Cherry White Images Limited accepts no liability whatsoever for any error or omission or inadvertent mis-statement in a floor plan.

## 6) Web Hosting

Where Cherry White Images Limited agrees as part of a commission to host files on Cherry White Images Limited's web server, then in the absence of a specific agreement to the contrary, such hosting will be provided for a period of 1 year only. At the expiry of this 1 year period, or such other period as shall have been agreed, Cherry White Images Limited will have the right, without notice, to remove the files from its web server. Cherry White Images Limited may offer to extend the web hosting for a fee to be agreed between the parties.

## 7) Printing

Cherry White Images Limited will use reasonable care and skill in producing brochures. Cherry White Images Limited will supply brochure proofs by email in PDF format. In approving a proof for print you take full responsibility for the content of the brochure proof and will be deemed by Cherry White Images Limited to have checked the final version in detail including the photographs, the text and the floor plan. When a proof is approved by you, Cherry White Images Limited will produce a printed brochure that reflects the PDF proof to within accepted commercial tolerances on colour reproduction. Proofs viewed on incorrectly calibrated computer screens and printed on office printers may not reflect the true colours of a brochure and Cherry White Images Limited takes no responsibility for differences that may arise as a result. Note also that a proof viewed on screen will generally be slightly brighter than the printed version. In the event that on delivery to you the brochures are unsatisfactory due to damage in transit or for any other reason you must inform us immediately so that we can correct the problem and you must retain all copies affected for collection by Cherry White Images Limited to allow the problem to be assessed, otherwise Cherry White Images Limited cannot take responsibility for rectifying such errors.

## 8) Your Obligations

You will be liable for the full cost of a commission tour if Cherry White Images Limited's employees or agents are unable to gain access to the premises for an agreed appointment (\* see below). If another appointment is made to shoot the premises, this will be at an additional cost to be agreed between the parties (\* see below). You will be responsible for ensuring that the premises to be filmed, photographed or drawn for a floor plan are in a suitably presentable state. You will be responsible for ensuring that the display and distribution of photographs, virtual tours, floor plans and printed particulars, via internet, post, hand delivery, fax or email complies with all relevant legislation including without limitation, the Property Misdescriptions Act 1991. You warrant that you have the authority to commission the photography, production of a virtual tour, floor plan and printed particulars of the premises in question, including allowing Cherry White Images Limited's employees or agents access to the premises.

## 9) Warranties and Liabilities

Cherry White Images Limited warrants that it will use reasonable skill and care to provide the commission. Cherry White Images Limited warrants that it will not materially adjust or manipulate any images filmed. All other warranties express or implied are hereby excluded to the fullest extent permitted by law. Any liability Cherry White Images Limited may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. Cherry White Images Limited shall not be liable to you or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of data or software or for any indirect, consequential or special loss. This does not exclude Cherry White Images Limited's liability in respect of fraud or in respect of death or personal injury caused by Cherry White Images Limited's negligence. Cherry White Images Limited does not guarantee that any of its virtual tour files shall be playable on any particular computer system. Cherry White Images Limited shall not be responsible for any delay or failure to carry out Cherry White Images Limited's commissions under this agreement for reasons beyond Cherry White Images Limited's reasonable control including but not limited to the acts or omissions of a third party or Your failure to perform Your obligations. If

Cherry White Images Limited's employees or agents fails to arrive within 30 minutes of an agreed appointment you may elect for a new appointment at a mutually agreed time or request a full refund of any monies paid in respect of the commission. In the event of a dispute about the quality of pictures taken, Cherry White Images Limited may in its sole discretion, elect to re-shoot the images or offer a full refund of any monies paid. This section shall survive the termination of this agreement for any reason.

#### 10) Termination

Cherry White Images Limited reserves the right to terminate this agreement without notice for any reason including non-payment of fees. Cherry White Images Limited's fees shall be payable immediately on termination or expiry howsoever caused of this agreement.

#### 11) Intellectual Property

All copyright and other intellectual property rights in and relating to the commission shall be owned exclusively by Cherry White Images Limited.

#### 12) Limitation as to use

You are expressly prohibited from using any part of a virtual tour commission undertaken by Cherry White Images Limited in conjunction with any other virtual tour software.

#### 13) General Terms

This is the only agreement between Cherry White Images Limited and You. If a court decides that any part of the agreement cannot be enforced, then that part will not apply. The rest of this agreement will continue to apply. Any notice given under this agreement must be made in writing and sent by pre-paid first class post to the parties' respective addresses. [Cherry White Images Limited's address is Cherry White Images Limited, 54 Roycroft Lane, Finchampstead, Wokingham, Berkshire RG40 4HW]. This agreement shall be governed by English Law and the English courts.

#### 14) Cancellation Policy

Our policy is that You can postpone a job at any time up to 5pm the day before the visit to the property without cost, so long as Cherry White Images Limited has not already become committed to expenditure which can not be avoided (eg travel costs). If Cherry White Images Limited has already become committed to such costs, Cherry White Images Limited will charge You accordingly.

Cancellation or postponement of a job for any reason after 5pm of the day prior to photography incurs an automatic charge equivalent to 50% of the full price of the job.

Cherry White Images Limited Ltd, 54 Roycroft Lane, Finchampstead, Wokingham, Berkshire RG40 4HW. Company Register No. 06984930. VAT number 100 0902 91.