



# **TERMS & CONDITIONS**

**PRIME | PERSPECTIVES**

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Welcome, and thank you for your interest in Prime Perspectives ("Prime Perspectives," "Company," "we," "us," or "our"). These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "Client") and Prime Perspectives. You agree that you have read, understood, and agree to be bound by all of these Terms and Conditions. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site and seeking of services after the date such revised Terms and Conditions are posted. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## 1. ACCESS TO THE SITE

We cannot guarantee that our Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of our Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt our Site or any computer system, server, router or any other internet-connected device. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Site and is compatible with our Site. You also understand that we cannot and do not guarantee or warrant that any content on our Site will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and further security checks) to satisfy your particular requirements for the safety and reliability of data input and output. From time to time, we may restrict access to certain features or parts of our Site, or our entire Site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions. We reserve the right, at our discretion, to withdraw, suspend or modify our Site or certain features or parts of our Site with or without notice to you, where we have reason to do so. There may also be times when our Site or certain features or parts of our Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our Site or any service available on or through our Site.

## 2. USING OUR SITE

You must use our Site and the information available from our Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation. You cannot use our Site:

- for any unlawful purpose;
- to send spam;



- to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or our suppliers;
- to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- to tamper with, update or change any part of our Site;
- in a way that affects how it is run;
- in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
- using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

### 3. USER REGISTRATION

You may be required to register with our Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. By using our Site, you represent and warrant that:

- all registration information you submit will be true, accurate, current, and complete;
- you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these Terms and Conditions; If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

### 4. AREAS WE COVER

We accept bookings mainly within Inner London (E, EC, N, NW, SE, SW, W and WC postcode areas, otherwise known as the eight London postal districts). However, we may accept bookings in the following Outer London postcode areas upon consideration: **IG, RM, DA, BR, CR, SM, KT, TW, UB, HA, WD and EN**. In such cases an extra **£39.00+VAT travel fee** is applicable. We do not undertake jobs anywhere else that are not mentioned above. We also reserve the right to decline any job offers, even in cases where the client resides in the covered areas mentioned above. Any **key collection** job where the travel distance exceeds 5 miles radius and is below 10 miles radius within the Agent's office or the Owner's home address, will be charged an extra **£19+VAT**, and if it exceeds 10 miles will be charged at **£39+VAT**. Travel fees are excluded from any general discount that may have been agreed upon between Prime Perspectives and the Client.

### 5. BOOKINGS

Bookings are based on a "first come, first served" basis. Bookings can only be accepted through our booking system ([www.primeperspectives.com/bookings](http://www.primeperspectives.com/bookings)). However, Prime Perspectives reserve the right to advise on availability on other channels such as email, phone, social media channels etc. It is the Client's responsibility to choose the right services for their needs. Prime Perspectives shall not be responsible if the Client is unsatisfied with the results, or if the wrong service has been chosen, whether the Client can use it or not. If the Client fills in the booking form with wrong or missing information then the Client will be responsible for any delays or cancellations/errors or missing material that may occur. All bookings are considered as booked only upon the Client receiving the confirmation email, not via the phone or through a verbal

agreement. It is the Client's responsibility to arrange for access to the property and all requested areas and make sure that the property is ready for work to be carried out before booking any job with Prime Perspectives. Prime Perspectives shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation. It is the Client's responsibility to send Prime Perspectives clear instructions. If any revisits shall occur because of incomplete, inaccurate instruction this will be at the Client's expense.

## 6. ACCESS

If orders are cancelled or rescheduled in excess of 24 hours before an appointment, you will incur no charge. If **cancelled or rescheduled within 24 hours** of the appointment time you will be charged a **£39+VAT cancellation fee**. If the representative of Prime Perspectives has been delayed and cannot start the job for more than 30 minutes, due to the lack of access to the property or other circumstances beyond Prime Perspectives' control such as:

- Locked door
- Wrong keys have been provided
- Ongoing construction work
- Cleaning in process
- Weather conditions
- Schedule complications
- Incorrect property address etcetera

the booking fee will be charged to the client and consequentially, the booking will be cancelled. Prime Perspectives reserves the right to change the starting time of appointments with the method of access such as "keys from concierge", "keys from agent", "key safe" and "keys from other agent". Clients will be notified of the new starting time of the appointment and this change cannot delay or postpone the delivery of the completed marketing materials.

## 7. SECURITY

A key collection property will be left as found and should any doors or windows not be safely secured, Prime Perspectives will make reasonable attempts to advise the Agent and seek their instructions. Keys collected will be returned as quickly as possible, but can't be guaranteed immediately after the appointment. If the Agent has closed or is unavailable, the keys will be posted through the Agency letterbox.

## 8. CLEANING THE PROPERTY

Prime Perspectives is not responsible and shall not be held accountable for cleaning any property prior to, during, or after a photoshoot. The Client is responsible for and must ensure that any property availed for and booked for a photo shoot is cleaned prior to the actual day of the photoshoot. For information about cleaning the property before a photo shoot, kindly refer to this [link](#).

## 9. PHOTOGRAPHY

Digital removal of items is performed only by a special request, where additional charges shall apply. If the requested number of images does not cover the whole property, Prime Perspectives shall decide what photograph to deliver and what not, but only if there are no notes provided with the booking. Where specific images are required, the Client must provide specific notes

within the booking form. The Client is responsible for requesting enough images for their needs. Prime Perspectives cannot take any responsibility for the Client not requesting the correct number of images per property. Kindly note that Aerial Photos and Footages cannot be provided for restricted zones (Kindly see [DJI's geo map](#) for restricted areas) and their availability is dependent on the weather suitability. Virtual staging is a service that we provide to enhance the visual appeal and show off the potential of properties. Please note that virtual staging involves the use of computer-generated images to depict the appearance of a property. The images are intended to provide a general representation of how the property may look after staging. However, they do not represent the actual condition of the property. We do not guarantee that the virtual staging images will accurately represent the property or that they will be free from errors, omissions, or inaccuracies. We recommend that clients view the property in person or request additional information before making any decisions based on the virtual staging images. By using our virtual staging service, you acknowledge and agree that it is not our responsibility to make your audience aware that the images are virtually staged.

## 10. FLOOR PLANS

All floor plans supplied by Prime Perspectives are for layout guidance only. We aim to provide plans that are accurate and correctly represent the rooms within a property. Prime Perspectives shall not be held liable for any incorrect measurements and/or calculations. All measurements and areas quoted are approximations, whether a suitable disclaimer appears on the plan or not, and Prime Perspectives cannot be held responsible for any error, omission or misstatement on the floor plan. It is the Client's responsibility to ensure that the supplied plan correctly represents the property. Prime Perspectives accepts no liability if the valuation of the property is based on the measurements of the plan drawn by Prime Perspectives. Our prices include up to 2000 square feet only. Any **additional 100 square feet** will be charged at **£3.99+VAT**. Windows and door openings are approximations, and they are not drawn to scale, unless stated. We do not, however, provide any guarantees, warranty or representation as to the total accuracy and completeness of the floor plan. Anyone relying on the information provided in the floor plan should conduct a careful, independent investigation of the property to determine its suitability to their requirements.

## 11. VIDEOGRAPHY

For our Video Tour service, the standard fee covers up to 2000 square feet. Any additional space beyond this will incur a charge of **£3.99+VAT** per extra **100 square feet**.

## 12. VIRTUAL TOURS

Clients will receive the virtual tour in a link, the link can be added to the listing or shared on any social media and email. The tour(s) is/are not downloadable and require hosting, which Prime Perspectives fully cover. Our base pricing covers properties up to 2000 square feet in size. For properties exceeding this limit, an additional fee of **£3.99+VAT** will be applied for every extra **100 square feet**.

## 13. EPCS

If the homeowner or the Client has had underfloor or cavity insulation, solar photovoltaic thermal panels (PVT) installed in a property, remember to keep the appropriate documentation(s) to hand for the assessor at the time of the assessment. If the homeowner or the Client has had their windows fitted by a registered fitter, please have the FENSA certificate available on the day of the inspection. If these are not done so, EPCs shall be created based on the data collected at the property and assumptions made by the software provided by an accredited certification body. Our

energy assessors are regularly audited by the accreditation body. We do not, however, provide any guarantees, warranty or representation as to the total accuracy and completeness of the EPC. Anyone relying on the information provided in the EPC should conduct a careful, independent investigation of the property to determine its suitability to their requirements.

#### 14. DELIVERY

Prime Perspectives will make every effort to deliver the marketing materials the next working day. Delivery dates are given as an estimate only and Prime Perspectives shall not be held responsible for any problems, difficulties or loss arising from any delay. Once the finished materials are supplied to the Client, by a Dropbox download link, Prime Perspectives is under no obligation to store copies of the marketing materials for longer than 12 months. The Client is responsible for downloading and storing all downloadable material provided by Prime Perspectives, to keep all material in a safe place and back up where necessary.

#### 15. COPYRIGHT

Prime Perspectives shall exclusively own all copyright and other intellectual property rights relating to all material and resources. Prime Perspectives is able to use the photographs in any manner at any time and in any part of the world for the purposes of advertising. The license doesn't allow the distribution of the images by the Agent to the property owner or connected participants. The use of Prime Perspectives material without the permission of Prime Perspectives or without payment will result in a breach of copyright.

#### 16. PAYMENT

Clients will be either invoiced at the same time of the delivery or on the last working day of the month and payments will be due **within 7 days**. If payment is not received within this time, Prime Perspectives has the right to charge Interest (at 8% over the Bank of England base rate) under the Late Payment of Commercial Debts (Interest) Act 1998. Prime Perspectives reserves the right to add Court/Debt Collector charges on top of the debt. For any outstanding invoices that remain unpaid beyond 28 days by the Client, Prime Perspectives will not cancel the jobs and shall complete all confirmed bookings. However, the material will be held and sent to the Client when the Client has settled the overdue invoices. If the Client has booked the job on behalf of any third party, it is still the Client's responsibility to make payment for the invoice. Prime Perspectives cannot assign invoices to any third party. All payments must be made by bank transfer to the specified account on the invoice. It is equally important to use the invoice number as a reference so your payment can be identified. If your company is unable to adhere to the above payment schedule, it may be possible to make special arrangements subject to agreement. The company reserves the rights to take partial or full payment at the time of the booking. In such circumstances, the client acknowledges that during the production of the materials the company might have to apply additional charges to fulfil the client's order (see section 10-12. for respective charges).

#### 17. LIABILITY

Although we hope our Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to our Site or its content, to the fullest extent such liability can be excluded by law. There is no limit to what we and the people who provide our services will be liable for if someone dies or is injured because of our negligence or because we have committed fraud. Under no circumstances will we, the owner or operator of our Site, or any other organisation

involved in creating, producing, maintaining or distributing our Site be liable, whether in contract, tort (including negligence), breach of statutory duty, even if foreseeable, for any loss of:

- profits, sales, business, or revenue;
- business interruption;
- anticipated savings;
- business opportunity, goodwill or reputation;
- use of, or corruption of information; or
- information.

If we do not keep to these conditions, then we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other losses whether such losses are because we have not kept to our obligations or contract, because of something we have done or not done in negligence, due to defamatory statements or liability for a product or otherwise as a result of:

- use of, or inability to use our Site;
- use of or reliance on any content displayed on our Site; any mistake, fault, failure to do something, missing information, or virus on our Site or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
- theft, destruction of information or someone getting access to our records, programs or services without our permission; or
- goods, products, services or information received through or advertised on any website which we link to from our Site.

## 18. GENERAL

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources. Any formal legal notices should be sent to us using the details set out on our Site. Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms and Conditions. If any part of these Terms and Conditions is found to be unenforceable as a matter of law, all other parts of these Terms and Conditions shall be unaffected and shall remain in force.

## 19. LAW

In the event that Client gives Prime Perspectives instructions which are followed in good faith and which turn out to be unlawful or result in an unlawful act or otherwise give rise to any other claim, Client will provide Prime Perspectives with full indemnity for all penalties, damages, costs and legal expenses whatsoever which may occur as the result of following the instructions. For the purpose of any dispute arising these terms and conditions will be governed by the laws of the United Kingdom.

## 20. COMPLAINT

A formal complaint regarding Prime Perspectives' services should be sent to [info@primeperspectives.com](mailto:info@primeperspectives.com).