

STANDARD TERMS AND CONDITIONS FOR PHOTOGRAPHY AND FLOOR PLAN SERVICES

This is a legal agreement between HAKAN YAZICI and You (?You? or ?Your?) and/or Client. 'the Client' means the person, firm or company accepting a quotation from Framework for the sale/supply of Content or whose order for Content is accepted by Framework;

1. 'Content' means the products and services which Framework, whether acting directly or through its subcontractors, is to supply in accordance with these Conditions and which are specified in any Instructions, including but not limited to floor plans, lease plans, brochures, photography, videos and virtual tours; 'Instructions' means an order for the supply of Content placed by the Client which is accepted by Framework via email and includes an order completed over the telephone, email, letter or online.

2. When using the services and products of Framework you agree to be bound by the following Terms and Conditions whether commissioning us using an email, telephone, fax, post, written notes or face to face.

3. All orders and requests for commissions or any additional services will be subject to acceptance of Framework which will be notified to you when Framework confirms Your order and will be governed by these Terms and Conditions. No conduct by Framework shall constitute acceptance of any terms put forward by the Client.

4. Framework reserves the right to change this agreement from time to time and any amendments or additions of this agreement will be posted on Framework's web site.

5. Framework 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. Framework reserves the right to reject any commission.

6. Framework fees are subject to change from time to time. Framework fees are payable within 30 days on receiving the invoice on completion of the commission. Framework reserves the right to charge interest at 4% above Barclays Bank base rate from time to time for any amounts outstanding beyond 30 days. If, despite reminders you have still not paid any amounts outstanding after 60 days from the date of invoice, then Framework reserves the right to add a charge of £500 to the outstanding amount to cover debt collection administration.

7. Framework (and its agents) will use reasonable skill and care in sketching and draughting floor plans. All floor plans are intended to be for indicative purposes only. They are drawn in compliance with RICS and PMA guidelines but it is the Client's responsibility to confirm that the plan is a reasonably accurate representation of the property and Framework shall not be responsible in the event that floor plans are not a reasonable representation of the property. Framework accepts no liability whatsoever for any error or omission or inadvertent mis-statement in a floor plan.

7a. All requests for amendments or changes to a floor plan must be emailed to and carried out by Framework and not by any third party. Framework does not accept any responsibility or liability where amendments or changes to floor plans are made by a third party. Floor plans shall not be sold or transferred to any third party without prior written permission from Framework.

7b. Where floor plans are produced from Client sketches (Sketch & Fax) or re-drawn from other representations of the property, Framework accepts no responsibility or liability for the accuracy of the floor plans or any areas calculated from them.

7c. It is the Client's responsibility to inform Framework, at the time the Client places the order, whether the Client requires any outbuildings to be included in the floor plan and the name of each room of the property that the Client is instructed to sell.

8. Framework (and its agents) will use reasonable skill and care in producing brochures to the Client's instructions. In approving, by email, a proof in PDF (or other electronic format) the Client takes full responsibility for the content of the brochure and will be deemed by Framework to have checked and be satisfied with all aspects of the brochure including but not limited to the text, photographs, floor plans (including compass points), layout, logos and corporate colours. Framework reserves the right to charge the Client for any further amendments. Where the Client supplies photographs additional charges may be levied by Framework should the Client instruct Framework to carry out any digital re-touching.

9. Framework (and its agents) will use reasonable skill and care in shooting, taking, editing and providing photographs and preparing virtual tours and property videos in accordance with the Client's instructions. It is Your responsibility to check photographs and virtual tours supplied to ensure that they are correct in all requirements. Your attention is drawn to clauses 10 and 11 which covers the limitation of Framework's (and its agents) liability.

10. 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 Framework's employees or agents access to the premises.

11. Framework warrants that it will use reasonable skill and care to provide the commission. Framework 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 Framework may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. Framework 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 Framework's liability in respect of fraud or in respect of death or personal injury caused by Framework's negligence. Framework does not guarantee that any of its virtual tour files shall be playable on any particular computer system.

Framework shall not be responsible for any delay or failure to carry out Framework's commissions under this agreement for reasons beyond Framework's reasonable control including but not limited to the acts or omissions of a third party or Your failure to perform Your obligations. If Framework'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, Framework 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.

12. You will be liable for up to the full cost of a commission tour if Framework (and its agents) are unable to gain access to the premises for an agreed appointment through no fault of theirs, including if an agreed appointment with a vendor is not kept by the vendor. Our policy is that You can postpone a job at any time up to 6 hours prior to the visit to the property without cost, so long as Framework has not already become committed to expenditure which can not be avoided (eg travel costs). If Framework has already become committed to such costs, Framework 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 70% of the full price of the job. If another appointment is made to shoot the premises, this will be at an additional cost to be agreed between the parties.

13. All copyright, trade marks, design rights and other intellectual property rights of any kind whatsoever whether registered or capable of registration or not in any part of the world and the right to apply for any of the foregoing rights subsisting in relation to or created or developed by Framework or its subcontractors in the course of creating and providing the Content shall remain (as between Framework and the Client) the absolute property of Framework or its subcontractors and no rights in such property are granted to the Client save for a non-exclusive licence to use the Content for the purposes contemplated by the Contract.

14. The Client shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of Framework. In particular, the Client shall not be entitled to transfer or assign any content to a third party, including to other property agents, without the prior written consent of Framework.

STANDARD TERMS AND CONDITIONS FOR DOMESTIC ENERGY PERFORMANCE CERTIFICATES

1 Services

1.1 These terms of business (“Terms”) are the sole defining document governing the provision of the Services (as defined in Clause 2) by Hakan Yazici of Framework who is the Domestic Energy Assessor (“the DEA”) to the seller, landlady, landlord or agents (“Client”) of the property to be inspected (“Premises”) The Terms supersedes any purchase order issued by the Client and all proposals, terms & conditions, statements, representations or warranties made by or between the DEA and the Client (“Parties”) relating to the Services. No variation is valid unless agreed in writing by the Parties.

2 The Services

2.1 Price of assessment will be agreed prior to assessment.

2.2 The date and time of assessment will be agreed and confirmed in writing or verbally before assessment commences.

2.3 Assessment will be carried out on the agreed address, property, type and size.

2.4 The assessment is non intrusive.

2.5 The assessor will require access to all areas of the dwelling including loft space.

2.6 It is the client responsibility to ensure all areas are accessible for assessment this includes: - all radiators, heaters, fires, boilers, hot water cylinders, gas and electric meters, it is advisable for the client to open the loft space access for the assessor. Inaccessible loft space will record as “no access” & insulation “unknown”.

2.7 Areas to be assessed and have not been made available will not be included in the assessment.

2.8 Site notes and photographs will be taken during the assessment.

2.9 Enter collected data from assessment into the software and upload to the national database and produce the Energy Performance Certificate.

2.10 Inform the client that the Energy Performance Certificate has been completed and is available to them.

2.11 Explain the ratings and recommendations of the Energy Performance Certificate.

2.12 Store all data and conform to the accepted professional and statutory requirements.

2.13 On any instruction to provide a Home Information Pack an assessor under the instruction of Hakan Yazici of Framework will carry out the energy assessment for the purpose of producing a certificate.

2.14 The Services shall consist of any inspection of the Premises by the DEA and subsequent submission of an Energy Performance Certificate & Recommendation Report (“EPC”).

2.15 The DEA will not provide:

a) a survey, condition report or property valuation.

b) Professional services other than related to the provision of an EPC. Any such additional services will be dealt with by a separate contract.

2.16 The DEA will undertake a visual inspection and will not look at parts of the Premises which are covered, unexposed or inaccessible. The DEA will not pull up carpets or floor boards. Lofts will only be visually inspected if it is safe to do so, access is within 3 metres of floor level & it will not damage the Premises.

3 Statutory Terms for the Preparation of an EPC (“Statutory Terms”)

3.1 The EPC will be prepared with reasonable skill and care.

4 Fees & Payment Terms

4.1 The Fees payable for the Services will be as detailed in the clause 2.1. Fees are to be paid in full (without any deduction or set-off) immediately upon/within 14 days of submission of invoice.

4.2 The DEA may charge interest on any outstanding Fees from the due date for payment until the date payment is made at the rate of 2% per annum above the base rate from time to time of NatWest Bank.

5 Cancellations or Postponement

5.1 If the appointment is cancelled by the Client on the day of the appointment for whatever reason, 50% of the Fees will be payable to the DEA.

5.2 If the DEA is required to postpone the Services on the day of the appointment due to the failure of the Client to abide by his or her obligations under the Terms, the Fees may at the DEA’s entire discretion be increased by up to 50%.

5.3 The DEA may terminate the Terms if there is a conflict of interest.

6 Warranty & Complaints

6.1 The DEA warrants that the Services will be performed in accordance with all legal requirements and the requirements of the DEA’s Accreditation Scheme & any relevant Code of Practice.

6.2 Except as expressly set out in Clauses 3.1 and 6.1, all warranties, terms & conditions, whether oral or written, express or implied by statute or otherwise which might have imposed obligations on the DEA in relation to the Services will be excluded to the fullest extent permitted by law.

6.3 The DEA will provide a high level of customer care at all times. In the unlikely event of any complaint, the DEA will seek to resolve any initial complaint by telephone, email or in person as quickly as possible. Should the Client be unhappy with this response they should write to the DEA setting out full details of the complaint within 5 working days. The DEA will usually respond within no more than 15 working days to allow for holidays. If the Client is dissatisfied with this response the matter can be escalated to the DEA's Accreditation Scheme. A copy of the complaints handling process is available on request. This does not affect the Client's legal rights.

7 Right to Cancel or Terminate

7.1 The Client will at his or her own expense provide all such information & co-operation as is reasonably required to enable the DEA to provide the Services. This shall include

7.2 If at any point during the agreed contract there is a request not to take notes or photographs the assessment will be terminated.

7.3 The assessor will not enter the property in the event of a gas or electricity risk and will terminate the assessment on such findings.

7.4 The assessor will terminate the assessment if any part of the dwellings structure poses a risk.

7.5 If there is inadequate lighting within the dwelling that poses a risk to the assessor the assessment will be terminated.

7.6 If any animals pose a risk to the assessor the assessment will be terminated.

7.7 The client will pay the contractual agreed fee in full should the assessor have to terminate for any reason outlined herein.

7.8 The client has a right to cancel a signed agreed appointment and must do so in writing.

7.9 The assessor has the right to cancel if they are unable to gain access to the property at the agreed time and date.

7.10 In any event where a contact will not be present at the property to be assessed it is the clients responsibility to provide in writing where the keys (and how many) will be collected from and provide any security codes were necessary.

7.11 All keys returned must be signed for.

7.12 Any notice to be given by either party to the other may be served by email, or by post to the address of the other party and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

8. Client's responsibilities

8.1 Be present at the property at the agreed date and time unless other arrangements have been made and agreed in writing. (Section 3.14)

8.2 To provide safe access to all areas of the dwelling. (Section 1.6)

8.3 Make sure all animals are kept under control and don't interfere during assessment.

8.4 Make sure children are kept under control during the assessment (equipment used for the assessment may cause harm in the wrong hands).

8.5 Provide documented evidence of the property's build date, any replacement windows, extensions, insulation, cavity wall insulation, room in loft, combi/boiler installation. If you have trouble finding any of the documentation don't worry. The more documents you can find the more information can be recorded.

9 Insurance -The DEA will maintain insurance cover in accordance with the requirements of the DEA's Accreditation Scheme and the minimum terms set by Department of Communities & Local Government.

10 Liabilities

10.1 The DEA recognises the Client's statutory rights.

10.2 The DEA shall not be liable for any loss or damage of any description whatsoever arising from the failure or delay in any agreed or not agreed assessment.

10.3 The DEA shall not be liable for any loss or damage whatsoever that the Client may suffer as a result of the DEA being unable to fulfil any of its obligations herein due to the occurrence of an event of force majeure.

10.4 The DEA shall not be liable for any loss or damage whatsoever that the Client may suffer after the assessor has vacated empty or unoccupied property or conducted an assessment in the absence of a contact.

10.5 In any event where the client feels the certificate information is not accurate they may follow the procedure as outlined in section 8 (complaints procedure).

10.6 If a client feels the certificate information is wrong and wishes to be re-assessed the DEA will carry out the re-assessment and the following will apply:-

- * If the original EPC is found to be inaccurate then a new certificate will be issued free of charge.
- * If the original EPC is found to be true and accurate then you will again have to pay the initial agreed fee

10.7 Whilst every effort is made to provide an accurate and professional service the DEA shall not be responsible for any damages or costs incurred as a result of an inaccurate EPC other than those outlined in section 10.6 (Liability).

11. Health and Safety

11.1 It is the policy of the DEA to ensure, so far as is reasonably practicable, the health, safety and welfare of others in accordance with the Health and Safety Act 1974 and other statutory requirements and codes of practice

11.2 In any event were the assessor identifies a potential health and safety risk the assessor has the right to terminate. (See section 3)

11.3 Access to the loft space in some properties i.e. highest point above the staircase will be considered a health and safety risk and won't be assessed.

11.4 The assessor will use ladders to the maximum recommended safety height of 3 meters.

12. An EPC prepared by the DEA must be entered onto the Register of EPCs.

12.1 Subject to Clause 12 and any other contrary legal obligation:

a) All personal information received from the Client will be treated as private & confidential, and will not be disclosed to any other parties without consent, and

b) The DEA will comply with his or her obligations under the Data Protection Act 1998, and the Client is entitled to see any Personal Data held by the DEA in respect of the Client.

c) How the Client's Personal Data will be used by the DEA will be detailed in the Special Conditions which will be available on request.

13 Force Majeure - Except for any payment obligation imposed on the Client, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of that party.

14 Third Party Contractual Rights

14.1 The Client and a potential or actual buyer of the Premises may enforce the Statutory Term in Clause 3.1.

14.2 In relation to any other Terms, a person who is not a party to the Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms. This does not affect any right or remedy of a third party that exists, or is available, apart from that Act.

15 Applicable Law - The laws of England will govern the Terms, and the Parties submit to the exclusive jurisdiction of the English courts.

16 Regulation

16.1 The DEA is licensed under licence number
Hakan Yazici EES/006376

16.2 To prepare EPCs under the provisions of the Housing Act 2004. The DEA's License is administered by the following Accreditation Scheme: Elmhurst Energy Systems Ltd.