

Definitions

The “Effective Date” means the date of this Agreement.

The “Property” is a site where the Services are performed.

The “Parties” are the Client and the Service Provider.

The “Service Provider” means Pixel360 Limited, a company registered in England and Wales with registered office at 10 Moreton Lane, Bishopstone, HP17 8SQ. Pixel360’s registered VAT number is 103 7632 41. Pixel360 can be contacted by telephone at 07766720712 or by email at info@pixel360.co.uk.

The “Client” means the purchaser of the Services under these Terms.

The “Services” means any and all work completed by the Service Provider under these Terms including, without being limited to, those described in Clause 16 below.

The “Intellectual Property Rights” or “IPR” refer to IPRs in any photographs, images, film, plans, drawings, designs and/or any other materials of any type produced or created by the Service Provider, PFA or a sub-contractor or employee on behalf of the Service Provider specifically for the purpose of performing the Services under this Agreement.

The “Professional Field Agent” or “PFA” is any person employed, any contractor or any 3rd party Service Provider used by the Service Provider to provide on-site services in the provision of the Services and shall include, without limitation, photographers, floor planners, domestic energy assessors, videographers and inventory clerks.

Where the words “Writing” or “Written” are used in these terms, they include email.

1 Basis of Agreement

1.1 The Service Provider provides professional photography, floor plan and related services for use in the promotion, for sale or rental, of a Property.

1.2 The Client wishes to engage the Service Provider as its provider subject to, and in accordance with, the terms and conditions of this Agreement.

1.3 The Service Provider wishes to accept such engagement and shall provide its services to the Client subject to, and in accordance with, the terms and conditions of this Agreement. The Service Provider’s acceptance of the Client’s order

will take place when the Service Provider writes to the Client to accept it, at which point a contract will come into existence between the Parties.

1.4 If the Service Provider is unable to accept the Client's order, the Service Provider will inform the Client of this in writing.

1.5 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

2 Duties and Obligations

2.1 Service Provider's Duties and Obligations

2.1.1 The Service Provider shall:

2.1.1.1 provide the Services with reasonable skill and care to the standards which have been outlined in Clause 16;

2.1.1.2 deliver all deliverables related to orders via an online diary system as the standard method of delivery.

Client.

2.2 Client's Duties and Obligations

2.2.1 The Client shall:

2.2.1.1 provide all the information, details and deadlines to allow the Service Provider to perform its duties;

2.2.1.1.1 The Client is required to provide all "order details" including but not limited to: full Property address, number of bedrooms, property square footage where possible, key-holder name, contact telephone numbers, email address (if possible) and any other relevant information.

2.2.1.2 allow the Service Provider access to any premises as reasonably required by the Service Provider in the course of providing the Services;

2.2.1.3 co-operate with the Service Provider upon the Service Provider's reasonable request in the identification and rectification of any problem with a key-holder in relation to the provision of the Services;

2.2.1.4 process orders via the Service Provider's online ordering platform;

2.2.1.5 inform the relevant parties of the need to correctly stage their Property (inside and outside) for a professional photoshoot which is expected to last between 30-60 minutes;

2.2.1.6 inform the relevant parties that the Floor Plans provided by the Service Provider are for illustration purposes only and may not be an exact representation of the property.

3 Payment Terms

3.1 The Client shall make payment to the Service Provider per order to the amount of 100% of the order cost (without any set off, counterclaim, deduction or

withholding), before the Service Provider is obliged to complete any work. For clarity, the Service Provider will only begin work once the payment is received in full.

3.2 The Service Provider will accept payment via BACS transfer within 30 days of invoice date.

3.3 In the event of any late payment, the Service Provider may charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis from the due date of actual payment of the overdue amount. The Client must pay the Service Provider interest together with any overdue amount.

3.4 *Cancellation Fees.* If an appointment or order is cancelled fewer than 24 hours before a confirmed appointment time, a Cancellation Fee will be charged by the Service Provider to the Client for 50% of the value of the order. If the service provider attends an order / appointment and is unable to complete the order then the full charge will be charged by the service provider.