

## TERMS OF BUSINESS

### 1. Interpretation and Definitions

1.1 When using the services and/or purchasing content from Inhouse Photography Ltd you agree to be bound by the following terms and conditions, whether instructing us by telephone, email, Whatsapp, letter, online or in a face to face meeting.

1.2 In these conditions ("these Conditions") unless the context requires otherwise:

'Inhouse Photography': Inhouse Photography Ltd, a company registered in England (company number 10011713) whose registered office is at 9 Cheam Road, Epsom England KT17 1SP

The Website is operated by:

Inhouse Photography Limited

Inhouse Photography Limited's company number is 10011713

Inhouse Photography Limited's VAT registration number is 234199010

Inhouse Photography Limited's contact telephone number is 0208 090 4313

The copyright for this website is owned by Priority Pixels, 65 Compton St, Clerkenwell, London EC1V 0BN

'the Client': the person, firm or company accepting a quotation/estimate from Inhouse Photography for the sale/ supply of Content or whose order for Content is accepted by Inhouse Photography;

'Content': the products and services which Inhouse Photography, 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, any architectural services, brochures, design, photography, Video, Drone, CGIs and Energy Performance Certificates (EPCs);

'Data Protection Legislation' means (i) prior to 25th May 2018, the Data Protection Act (1998) as amended, (ii) from and including 25th May 2018 the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR applicable in the UK.

'Instructions': an order for the supply of Content placed by the Client which is accepted by Inhouse Photography and includes an order completed in person, via telephone, email, letter or online;

'Contract': the Instructions and these Conditions and Processing Agreement taken together.

'Personal Data' has the meaning given to it in the Data Protection Legislation.

'Processing Agreement' means the processing agreement set out in the Schedule which forms part of these Conditions.

### 2. Supply of Services

2.1 Inhouse Photography shall supply and the Client shall purchase the Content in accordance with the Instructions, subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions. In the event of inconsistency between these Conditions and any special conditions contained in the Instructions, such special conditions shall prevail. No conduct by Inhouse Photography shall constitute acceptance of any terms put forward by the Client.

2.2 No instructions submitted by the Client shall be deemed to have been accepted by Inhouse Photography unless and until it has been expressly confirmed by email to the Client specifically indicating acceptance (as opposed to receipt) of the Client's instructions. On this date the Contract shall come into existence. Cancellations of instructions shall be dealt with in accordance with clause 4.6 below.

2.3 All requests for amendments or changes to a floor plan or any other content must be communicated in writing to and carried out by Inhouse Photography and not by any third party. Inhouse Photography does not accept any responsibility or liability where amendments or changes to floor plans or EPCs are made by a third party. Floor plans, photographs, videos, brochures, EPCs and any other service Inhouse Photography provide shall not be sold or transferred to any third party without prior written permission from Inhouse Photography.

2.4 Inhouse Photography warrants to the Client that;

(a) the Content will, at the time of delivery to the Client, correspond with the Instructions and be of satisfactory quality;

(b) it shall provide the Content using all reasonable care and skill and as far as reasonably practicable, in accordance with the Instructions; provided that, in respect of all Content Inhouse Photography shall not be liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with any breach by the Client of its obligations under the Contract.

2.5 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

2.6 All copyright, trademarks, 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 Inhouse Photography or its subcontractors in the course of creating and providing the Content shall remain (as between Inhouse Photography and the Client) the absolute property of Inhouse Photography or its subcontractors and no rights in such property are granted to the Client save for a non-exclusive licence for the client to use the Content for the purposes contemplated by the Contract.

2.7 Inhouse Photography is only responsible for Energy Efficiency recommendations contained within the EPC report and accepts no responsibility or liability for any other Energy Efficiency recommendations discussed between the Client and Energy Assessor.

### **3. Client's Obligations**

3.1 All floor plans are drawn in accordance with International Property Measurement Standard (IPMS) (where stated on the specific floor plan) but it is the Client's responsibility to confirm that the plan is a reasonably accurate representation of the property and Inhouse Photography shall not be responsible in the event that floor plans are not a reasonable representation of the property. The Client should compare and cross check any measurements and/or estimated totals against an EPC (Energy Performance Certificate) and raise any queries with Inhouse Photography with supporting documents prior to marketing. Unless otherwise agreed in writing, all floor plans are intended to be used for marketing and layout purposes only and should not be used for valuations or structural alterations. Lease plans and architectural plans are intended for the use they were commissioned for.

3.2 It is the Client's responsibility to inform Inhouse Photography, at the time the Client places the order, of the size and scope of the survey which is the subject of the order and to specify any outbuildings and other structures that are to be included.

3.3 When re-ordering copy plans from the Inhouse Photography archive it is the Client's responsibility to confirm that the floor plan remains accurate and, if it does not remain accurate, to inform Inhouse Photography of any alterations to the property.

3.4 Where floor plans are produced from Client sketches (Redraw) or re-drawn from other representations of the property, Inhouse Photography accepts no responsibility or liability for the accuracy of the floor plans or any areas calculated from them.

3.5 Inhouse Photography (and its subcontractors) will use reasonable skill and care in shooting, taking, editing and providing photographs in accordance with the Client's instructions. Notwithstanding this, it remains the Client's responsibility to ensure that any photographs supplied by Inhouse Photography meet the Client's requirements.

3.6 Inhouse Photography (and its subcontractors) 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 Inhouse Photography 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.

3.7 In respect of all Content provided by Inhouse Photography it is the Client's responsibility to obtain, in advance of publication, any necessary clearances in respect of models, third party copyright works, trademarks, designs or other intellectual property except where such clearances have already been obtained by Inhouse Photography's subcontractor. The Client agrees to indemnify Inhouse Photography against any damages, losses, costs, claims or expenses incurred by Inhouse Photography as a result of any failure by the Client to obtain such clearances.

3.8 Where the Client supplies Inhouse Photography with an extract from an Ordnance Survey Map or similar for use in Content, it is the Client's responsibility to ensure it has obtained the appropriate License.

3.9 The Client shall be responsible for providing access to the property at the time agreed in the Instructions and for ensuring that the property is both easily accessible and, in the case of photographs in a suitably presentable condition. Inhouse Photography shall not be held responsible if the photographs taken are not considered suitable due to the condition of the property or the weather at the time the photographs were taken.

3.10 The Client warrants that it has all necessary authorities and permissions to commission any services Inhouse Photography supplies in relation to the property in question including allowing representatives of Inhouse Photography access to the property. The Client agrees to indemnify Inhouse Photography against all expenses, damages, claims and legal costs where such clearances have not been obtained.

3.11 Where Inhouse Photography is required to process Personal Data provided to it by the Client in order for Inhouse Photography to provide the Client with the Content requested accordance with the Instructions, the terms of the Processing Agreement shall apply in respect of that processing.

3.12 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 Inhouse Photography. 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 Inhouse Photography.

3.13 The Client shall be responsible for removing any objects and/or personal effects, including but not limited to personal photographs, that they do not wish to be included within any output created by Inhouse Photography. The Client accepts that any items left on show at the time of the instructed appointment may be subsequently displayed in the public domain.

#### **4. Charges and Payment**

4.1 The prices for the Content shall be the prices stated in Inhouse Photography' price list as supplied to the individual Client or as agreed in writing at the time when the Contract is made and are exclusive of VAT. Inhouse Photography reserves the right to vary its prices from time to time without notice.

4.2 Subject to clause 4.3 and unless otherwise agreed in writing Inhouse Photography shall be entitled to invoice the Client by email or post for the price of the Content on submission to the Client of the final job listed in the Instructions. The Client shall pay Inhouse Photography the price of the Content within 14 days of the date of the invoice. All invoices shall include VAT where applicable.

4.3 Notwithstanding the generality of clause 3.12, the Client is solely responsible and liable for the proper payment (in accordance with the requirements of these Conditions) of any invoices submitted by Inhouse Photography pursuant to these Conditions. If the Client wishes for a third party to settle invoice(s) on its behalf then:

(a) it must submit to Inhouse Photography a written request specifying the third party which the Client wishes to settle the invoice(s); and

(b) unless otherwise agreed by Inhouse Photography, such request must be submitted prior to Inhouse Photography providing any services under or in connection with these Conditions; and

(c) Inhouse Photography may in its sole and absolute discretion reject such a request without having to give reasons; and

(d) if Inhouse Photography does accept such a request it may attach such condition to its acceptance as it in its sole and absolute discretion considers appropriate, including (without limitation) a requirement for all prices in respect of the Content to be upfront and in advance; and

(d) notwithstanding any acceptance by Inhouse Photography of a request submitted pursuant to this clause 4.3, the Client shall maintain sole responsibility and liability for the proper payment in accordance with the requirements of these Conditions of any invoices submitted by Inhouse Photography in connection with these Conditions.

4.4 If the Client fails to make or (where applicable) procure payment of Inhouse Photography' invoice on the due date then, without prejudice to any other right or remedy available to Inhouse Photography, Inhouse Photography shall be entitled to:

(a) terminate the Contract or suspend any further deliveries of Content to the Client; any content already supplied to the client and unpaid within 14 days of the date of the invoice, must immediately be removed by the client from any marketing until payment has been made.

(b) charge the Client interest at 8% above the Bank of England base rate on the amount unpaid from the due date until the date of actual payment; and / or

(c) recover on a full indemnity basis and on demand any costs, expenses (including all legal expenses, court costs and fees and other professional expenses calculated on a full indemnity basis), losses, damages, interest suffered

and/or incurred by it as a result of or in connection with the Client's failure to make payment when due.

4.5 Where necessary, three simple post proof amendments will be made to the draft floor plan, photo, brochure or CGI free of charge. Inhouse Photography reserves the right to charge the Client for any further amendments. Where the Client supplies photographs additional charges may be levied by Inhouse Photography should the Client instruct Inhouse Photography to carry out any digital re-touching.

4.6 When a convenient time cannot be agreed to meet the client / representative at the property, where they are available, we can arrange for the collection of keys. There is no additional charge for this service if the **round trip** for the collection and return of the keys is less than **10 miles or 30 minutes**, thereafter an additional fee of £10.00 plus £0.45 per mile will be charged.

4.7 It is Inhouse Photography's policy to accept cancellations up to midday on the day prior to the appointment without charge unless otherwise stated. Where cancellations are received after midday on the day prior to the appointment Inhouse Photography shall be entitled to charge the Client a late cancellation charge of up to 50% of the original job charge. In the event that Instructions are cancelled after the Contract has been made and after an appointment and/or further work has been carried out by Inhouse Photography but prior to delivery of the Content the Client will be responsible for all costs and expenses incurred by Inhouse Photography up to the point of cancellation which could be the full contract price. If payment of Inhouse's fees has been made upfront pursuant to clause 4.3 then unless otherwise agreed between the parties, Inhouse Photography will refund the Client or any third party who made the relevant upfront payment any balance due after taking into account the charges set out in this clause 4.6 within a reasonable time of such cancellation.

## **5. Limitation of Liability: the Client's attention is particularly drawn to this clause**

5.1 Nothing in these Conditions shall limit or exclude Inhouse Photography liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

5.2 For other situations outside clause 5.1 (except for data protection liability which shall be dealt with in accordance with clause 6 of the Schedule)

(a) Inhouse Photography shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any unforeseeable loss arising under or in connection with the Contract; and

(b) Inhouse Photography total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed (i) any insurance policy which Inhouse Photography has in place to cover the liability (for example: damage to the client or property) or (ii) the total price payable under the Contract.

5.3 This clause 5 shall survive termination of the Contract.

## **6. Force Majeure**

6.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Inhouse Photography including but not limited to failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

6.2 Inhouse Photography shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

## **7. General**

7.1 The Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of the Contract shall supersede any previous agreements. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy and waives all rights in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently

made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract as a warranty or a representation.

7.2 Inhouse Photography may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Inhouse Photography.

7.3 When the Client enquires about Inhouse Photography' services and/or becomes a client of Inhouse Photography the Client's name and contact details may be entered onto Inhouse Photography' database and client relationship management system. From time to time Inhouse Photography and its IT and marketing consultants, may use this information for direct marketing purposes in connection with the business interests of Inhouse Photography but the Client's information will never be transferred to other third parties unless prior permission has been obtained. The Client shall have the power to remove its details from the database and client relationship management system at any time by emailing [hello@inhousephotography.co.uk](mailto:hello@inhousephotography.co.uk)

7.4 No variation to the Contract shall be effective unless made in writing and signed by or on behalf of the parties. Inhouse Photography reserves the right to amend these terms and conditions from time to time and will post the current version on its website at [www.inhousephotography-group.com/terms-and-conditions](http://www.inhousephotography-group.com/terms-and-conditions).

7.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.

7.6 Inhouse Photography shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of Inhouse Photography' obligations under the Contract if the delay or failure was due to any circumstances beyond Inhouse Photography' reasonable control.

7.7 If any provision of the Contract is declared void or unenforceable by any court or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.

7.8 Any notice given under the Contract must be in writing and sent by pre-paid first class post to the parties' respective addresses and will be deemed effectively served on the second business day following the day of posting. Inhouse Photography' address for notices is 9 Cheam Road, Epsom England KT17 1SP

7.9 The construction, validity and performance of the Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

INHOUSE