

Address

15th Floor, York House, Empire Way
London HA9 0PA

Contact

info@ehouse.co.uk
+44 (0) 20 8451 8600

The logo for 'ehouse' is written vertically in a bold, red, sans-serif font on the right side of the page.

TERMS & CONDITIONS

Data Protection Policy

We are registered on the Data Protection Register under reference number Z8726141.

We retain such personal data as necessary to allow us to provide our services. We do not sell or market this information at all. Nor do we use it other than in connection with the delivery of the service for which we were commissioned.

Terms & Conditions and Cancellation Policy Notice

1) Introduction

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

2) ehouse Commissions

ehouse 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. ehouse reserves the right to reject any commission.

3) ehouse Fees

ehouse's fees are subject to change from time to time. ehouse's fees are payable immediately on supply of an invoice on completion of the commission. ehouse reserves the right to charge interest at 4% above Barclays 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 ehouse 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 ehouse'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, Virtual Tours and Videos

ehouse will use reasonable skill and care in shooting and preparing photographs, virtual tours and videos in fulfillment of a commission. It is your responsibility to check photographs, virtual tours and videos supplied to ensure that they are correct in all requirements. If you are not completely satisfied with the material ehouse have supplied you must tell ehouse immediately and explain why you are dissatisfied, and you must give ehouse the opportunity to correct the problem. Your attention is drawn to clause 9 below which covers the limitation of ehouse's liability.

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ehouse**5) Floor Plans**

ehouse will use reasonable skill and care in sketching and drafting floor plans. All floor plans supplied by ehouse 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. ehouse draws your attention to the requirements of the Consumer Protection Regulations. It is your responsibility to ensure that a floor plan is an accurate representation of the property. ehouse accepts no liability whatsoever for any error or omission or inadvertent miss-statement in a floor plan. If you request that ehouse makes changes to the presentation of an ehouse floor plan you are responsible for checking those changes have been made correctly and also that they do not result in the property being misrepresented. If you make changes of any kind that affect the quoted floor area ehouse accepts no responsibility for the new quoted area.

6) Energy Performance Certificates

All of ehouse operatives are qualified and audited regularly by external, industry specific accreditation schemes. If you are not completely satisfied with the energy performance certificate in the first instance you are required to notify ehouse, explaining your reasons for dissatisfaction and give ehouse the opportunity to explain or correct the problem. Your attention is drawn to the fact that our assessors follow a specific, government created, data collection system to produce the EPC and there is little chance of ambiguity within this. The RdSAP methodology used to produce a residential EPC is limited and does not encompass all possible physical scenarios, and as a result sometimes it is impossible to convey within the EPC the trueness of the property. If you are still not satisfied after your initial complaint, ehouse can direct your enquiry to the relevant accreditation scheme (details of which can be found on your report) and their complaints department.

7) Printing

ehouse will use reasonable care and skill in producing printed particulars. ehouse will supply print proofs by email in PDF format. In approving a proof for print you take full responsibility for the content of the proof and will be deemed by ehouse to have checked the final version in detail, including the photographs, the text, the floor plan, the EPC and any other content. When a proof is approved by you, ehouse will produce the printed particulars 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 ehouse 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 printed particulars 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 ehouse to allow the problem to be assessed, otherwise ehouse cannot take responsibility for rectifying such errors.

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8) Your Obligations

You will be liable for the full cost of a commission if ehouse's employees or agents are unable to gain access to the premises for an agreed appointment. If another appointment is made to shoot the premises, this will be at an additional cost to be agreed between the parties. You will be responsible for ensuring that the premises to be filmed, photographed, drawn for a floor plan, or inspected for an EPC 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 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 ehouse's employees or agents access to the premises.

9) Warranties and Liabilities

ehouse warrants that it will use reasonable skill and care to provide the commission. ehouse 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 ehouse may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. ehouse 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 ehouse's liability in respect of fraud or in respect of death or personal injury caused by ehouse's negligence. ehouse does not guarantee that any of its virtual tour files or videos shall be playable on any particular computer system. ehouse shall not be responsible for any delay or failure to carry out ehouse's commissions under this agreement for reasons beyond ehouse's reasonable control including but not limited to the acts or omissions of a third party or your failure to perform your obligations. If ehouse'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, tours or videos taken, ehouse may in its sole discretion, elect to re-shoot the images, tours or videos or offer a full refund of any monies paid. This section shall survive the termination of this agreement for any reason.

10) Termination

ehouse reserves the right to terminate this agreement without notice for any reason including non-payment of fees. ehouse'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 ehouse.

12) Limitation as to use

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

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13) General Terms

This is the only agreement between ehouse and yourself. 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. [ehouse's address is ehouse Ltd., 15th Floor, York House, Empire Way, London, HA9 0PA]. 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 ehouse has not already become committed to expenditure which cannot be avoided (e.g. travel costs). If ehouse has already become committed to such costs, ehouse 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.

ehouse Ltd. 15th Floor, York House, Empire Way, London, HA9 0PA
(Co Reg. 3415128 VAT number 706 9299 04)

Collect Points terms & conditions

1. ehouse Limited reserves the right, at any time without notice, to: (a) terminate the scheme; (b) decline to issue ehouse Collect Points; and (c) on reasonable grounds, withdraw or cancel ehouse Collect Points collected, or to alter or amend the conditions of operation of the ehouse Collect Points scheme. Reasonable grounds include (i) any abuse or attempted abuse of the scheme, or (ii) any use or attempted use of ehouse Collect Points in a manner which is contrary to these terms & conditions or (iii) any reasonable suspicion of dishonesty on the part of a member in connection with the scheme.
2. Members may be removed from the scheme at any time at the discretion of ehouse.
3. ehouse Collect Points cannot be transferred, sold or in any way traded.
4. Some products may be excluded from the scheme from time to time at the discretion of ehouse.
5. One point will be awarded for every £33.33 that is spent. This can be altered at the discretion of ehouse. ehouse shall be entitled to set a limit on the number of points which may be awarded to each account in respect of special promotional items on which additional points are awarded. ehouse shall be entitled at any time to cancel points awarded if the relevant products to which such award relates are returned or cancelled for any reason and a refund of the purchase price is given or if the relevant products are exchanged for other products.
6. Any points remaining in the member's account at the end of each calendar year will be cancelled.
7. The current redemption value of points is one point equals £0.01. ehouse reserves the right to vary the rate at any time.
8. Where prizes are supplied by another company, ehouse takes no liability whatsoever in regards to any aspect of that prize. Whilst the providers have been selected for delivering a reliable service nationally, some occurrences may occur where this falls short of expectations.
9. In the case of any complaint please write to customer services at ehouse, 15th Floor, York House, Empire Way, London HA9 0PA.