



Property CGI Ltd

TERMS & CONDITIONS

Agreement between Property CGI Ltd® and business or individual. The client/individual is subject to the following terms and conditions.

GENERAL WORKING AGREEMENT

This document defines the terms and conditions of our working relationship. All services that Property CGI Ltd® (hereafter referred to as "Property CGI Ltd" or "we" or "us") may be contracted to produce or provide for you (hereafter referred to as "you" or "the client") will be subject to the following:

SUMMARY

We will always do our best to fulfil your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into agreeing to something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

IN SHORT

You are hiring us either for the creation or manipulation of images, floor-plans, images, text (hereafter referred to as "content") for an agreed price as outlined in our fees and charges. What Do Both Parties Agree To Do?

If we are designing content for you we'll create designs as best we can based on the information you can provide for us at the commencement of the project. If you're not happy with the designs at any stage, you may request a re-work of the project which can be granted at our discretion. You agree to provide as much information at the commencement that is necessary to complete the project to your specification. You can also request to have a preview (after preview you will be charged as stated in prices for amendments) of the image to ensure you are happy before final product is produced to ensure you will not be subject to any amendment charges. This may extend the turn-around and delivery time.

DESIGN OR CONTENT CREATION

If we are creating/designing content for you we'll do our best to work to the look-and-feel, layout and functionality that you describe to us at the commencement of the project or as is relevant to the category (real estate etc...). You agree that changes you wish to make arising out of information or detail that has not been provided by you, at the commencement of the project are "un-foreseeable" and can incur extra charges in order to complete a project to your new or altered specifications.

EDITING

We will modify supplied content, to suit the category chosen by you, or in accordance with the requests you have made at the commencement of a project. If your requests fall outside what we say that we will deliver, you may incur extra charges in order to complete those requests. If we cannot complete a project for you due to an un-foreseen event or complication, we agree to refund any monies you have already given to Box Brownie within a reasonable time frame.

LEGALALITIES

We can't guarantee that the content we return to you will not be viewed as misleading or false from another person(s) or company(s) perspective and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the provision of our service.

You also agree that we do not have knowledge of how the output data, text, or otherwise, is going to be used and we cannot be held liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of how you have chosen to use the output data.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

COPYRIGHTS

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, or that you have permission to use them.

When you pay for a project, copyright is automatically assigned as follows:

You own the content we return to you for this project. We'll give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them.

You also own text content, photographs and other data you provided, unless someone else owns them.

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to work completed as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design. Should you wish this not to be the case please indicate so on your project request.

THE FINE PRINT

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. We will update this agreement when we believe it to be necessary. You will always be able to obtain a copy of this agreement by visiting www.propertycgilt.com/terms

Importantly, although the language is simple, the intentions are serious and this contract is a legal document. By starting a project with Property CGI Ltd, the client accepts these Terms and Conditions. If you do not agree with these Terms, do not access or use the Website and/or the

Services. Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order.

When you submit the Order to Us, this does not mean we have accepted your order for Services. Our acceptance of the Order will take place as described in clause 1.1. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order. Our order is a binding offer with obligation to pay, subject to acceptance by Us at Our sole discretion.

1.1 Your Order is accepted by Us when we return a photograph to you following the completion of the Services. In the event that We send you an Order confirmation, this does not signify an acceptance of your Order but is merely to confirm receipt of your Order.

PRICE AND PAYMENT

Prices do not contain VAT but are subject to VAT.

Payment is due on immediately on receipt of content.

This is as standard unless otherwise stipulated in a signed agreement between both parties concerned.

Where We are providing Services to you, We may ask you to make an advance payment in the event that We have previously experienced a poor payment history with you, or in the event that you require Major Digital Services that in our view may take a considerable amount of time to complete.

2.1 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

However, if you reasonably dispute an charge in good faith and contact Us to let Us know within 24 hours after you have received a content that you dispute it, clause 2.1 will not apply for the period of the dispute.

Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms to your material disadvantage:

YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

You may cancel any Order for Services before the work has been commenced by contacting Us directly. We will confirm your cancellation in writing to you.

If you cancel an Order under clause

3.1.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

However, if you cancel an Order for Services under clause

11.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, charged to you.

We will tell you what these costs are when you contact Us.

However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;

We go into liquidation or a receiver or an administrator is appointed over Our assets;

We are affected by an Event Outside Our Control.

OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

If We have to cancel an Order for Services before the Services start:

We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

If We have to cancel an Order under clause

4.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

Where We have already started work on your Order for Services by the time We have to cancel under clause

4.1(a), We will not charge you anything and you will not have to make any payment to Us.

We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

you do not pay Us when you are due to. This does not affect Our right to charge you interest under or you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to Us to:

*provide the Services;

*process your payment for such Services;

*inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

We will not give your personal data to any other third party.