



Terms & Conditions

updated mid - 2017

When using the services and products of Still Moving London, you agree to be legally bound by the following terms and conditions. These terms and conditions shall apply to all commissions and associated work undertaken by Still Moving London and its subcontractors for you. By booking via telephone, email or in person, you agree to be bound by these Terms and Conditions, as amended from time to time.

In these terms and conditions 'Still Moving London', 'we' or 'us' means Still Moving London. In these terms and conditions 'Client', 'you' or 'your' means the commissioning client, company or person instructing or placing an order for any service to be carried out by Still Moving London or its subcontractors.

- 1) All prices quoted are exclusive of and are subject to VAT at its current rate. Prices may be amended by us. Where we amend a price quoted to you we shall give you notice of such change.
- 2) All copyright and other intellectual properties relating to all instructions or orders are owned exclusively by Still Moving London. The usage rights to all content are for the sole and exclusive use of the commissioning client in relation to the marketing of the property named in the original order or instruction and are subject to a limited licence for that purpose. The client shall not be entitled to release or assign any content to a third party, including to vendors or other agents, without the written consent of Still Moving London. Sharing content with a third party may incur an additional fee payable to us starting from £37.50. Where you release or communicate any content to a third party you agree that you shall be liable for such fees.
- 3) Still Moving London will accept cancellations and postponements up to 5pm on the day before the booked appointment without charge. If notice of cancellation or postponement is received after 5pm on the day before the booked appointment then we reserve the right to charge a cancellation fee starting from £37.50 per service instructed.
- 4) It is the sole responsibility of the client to make sure that any premises to be visited by us are in a suitable condition. Still Moving London reserve the right to cancel any visit or leave any premises that we believe to be unsafe or too untidy to be photographed &/or filmed, in which case you will be charged a portion of the fee quoted for the instruction. Although our team will always do their best to make a property look its best, it is not our responsibility to move heavy objects such as furniture due to health and safety purposes. Any heavy objects must be moved prior to us attending the premises.
- 5) Still Moving London will use reasonable care when sketching and drafting floor plans. All floor plans supplied by Still Moving London are for indicative purposes only.

They will not be drawn to scale unless otherwise stated. Whilst every care is taken in the preparation of floor plans it is the client's responsibility under the requirements of the Property Misdescriptions Act 1991 ('PMA') and any applicable legislation governing their use to ensure the floor plan is an accurate representation of the property. Still Moving London accepts no liability whatsoever for any error or omission of inadvertent mis-statement in a floor plan or any areas calculated from them.

6) Energy Performance Certificates ("EPC") may be procured from a third party on your behalf by Still Moving London. However, any report and Domestic Energy Assessor ("DEA") carrying out such a report is in no way related to the business Still Moving London and as such Still Moving London take no responsibility whatsoever for the contents of the produced EPC or the conduct of the visiting commissioned assessor. The contact details of the commissioned DEA are included in the finished EPC. You may contact them with any queries of its content. You shall be liable for the fees of any DEA instructed by us to prepare an EPC on your behalf and you shall indemnify us for any liability we incur in relation to obtaining any such EPC.

7) We shall endeavour to deliver photographs, video tour and floor plans by email or by uploading them to our client portal within 24 hours of visiting the property instructed.

8) EPCs will be delivered by email or uploaded to the client portal in pdf format by 5pm the day they are made available to us in an accessible format by the relevant DEA. The DEA may experience unavoidable delays producing EPCs due to factors such as registering addresses with land registry, awaiting building regulation certificates or downtime in the accredited certificate software. At this point we will inform you of such delays and estimated time of delivery of said completed EPC.

9) Still Moving London reserves the right to cancel bookings at short notice due to external factors beyond our control, such as extreme weather conditions, traffic disruption.

10) Still Moving London reserves the right to reject any commission.

11) Still Moving London reserves the right to change these terms and conditions. When we do so we shall give you notice of such changes.

12) Regular clients will be invoiced on the last Friday of the month. Payment must be received within the payment term of the invoice (typically within 5 working days) via bank transfer only. There will be additional charges for payment via cheque or any other means. If payment is not received by us in credited funds by the due date then Still Moving London reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 (the "1998 Act"). Where the 1998 Act does not apply you agree that interest on overdue payment shall apply at a rate of 8% above the Bank of England base rate until such debt is satisfied. All invoices will be sent by email unless otherwise instructed.

13) Our normal working hours are Monday - Friday 8:30am - 6:30pm, excluding Bank Holidays and Public Holidays. Saturday's can be made available upon request.

14) Photographs, video tours, floor plans and EPC files are hosted for the client in a password protected 'client portal', Still Moving London shall not be liable for any unscheduled downtime of this portal. In the event of any such unscheduled downtime, we shall try to find alternate methods to deliver your files as soon as we can whenever possible.

15) All photographs, floor plan and EPC files are held in the secure passworded client portal for a minimum of 30 days. All photograph, floor plan and EPC files are backed up on secure servers after this time and can be retrieved upon request free of charge. There may be a nominal fee if the requested files are over 1 year old. Video tours are uploaded and hosted on our Vimeo channel - <https://vimeo.com/stillmovingldn> and are accessible to watch, share and embed indefinitely unless otherwise stated.

16) Still Moving London is insured to produce elevated photography for our clients. It is at the photographers' discretion as to whether it is safe to carry out this service, and we reserve the right to retract the commission at any time based on analysis of operating the equipment in a safe environment, taking into account factors such as weather, overhead power lines, nearby roads. If the elevated photography service cannot be carried out for any reason the client will be informed and the fee for the elevated photography will not be charged.

17) Each member of the Still Moving London team are fully insured for public liability & public indemnity subject to conditions.

18) Still Moving London operates as an independent service provider and as such do not offer services exclusively to any one client. No clients of Still Moving London are permitted to offer or advertise our services as being exclusive to them unless otherwise stated or agreed upon.

19) Still Moving London reserve the right to use any content for marketing or advertising purposes either in print or on the web without any prior notice or consultation.

20) The client may incur travel charges made by Still Moving London in the form of additional charges on their invoice for any travel time to an instruction out of Still Moving London's standard client radius.

21) The client is expected to cover any parking expenses, toll charges and congestion charge incurred by Still Moving London when linked to an instruction i.e limited parking, public car parks, motorway tolls and travelling through congestion charge on route or at arrival.

22) When a home is larger than the price tiers stated on a client's bespoke price guide, Still Moving London reserve the right to charge a fee appropriate per service

instructed for the property size and value accordingly; thus the client may be charged higher than the stated guide price. Where a home borders two price tiers, Still Moving London reserves the right to charge the price tier they feel represents the property.

23) These terms & conditions are non-negotiable and form the entire agreement between you and Still Moving London unless expressly agreed in writing by us. Still Moving London reserve the right to change these Terms & Conditions at any time without warning, however we agree to inform you of any changes as they are made.

24) Still Moving London's liability for the performance of all commissions and associated work undertaken for you is limited to the price of the relevant commission or work. You agree that Still Moving London shall not be liable in excess of such amount.

25) Still Moving London shall only be liable for direct loss under clause 24 above. You agree that our liability for direct loss shall exclude any loss of business, loss of profit or any additional expenses you may incur. We shall not be liable for any indirect or consequential loss under any circumstances.

26) These terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the courts of England & Wales.

Still Moving London, 2b Saint James Avenue, Epsom, Surrey KT17 1PT are registered in England and Wales.

VAT number: 224393109

Privacy Policy: *Please note for all payments including telephone: We do not store credit card details.*

