

FULL TERMS AND CONDITIONS

CONTENTS

1 Introduction 1

2 Information we give you..... 1

3 Your privacy and personal information 2

4 Ordering services from us 2

5 Right to cancel..... 2

6 Effects of cancellation..... 3

7 Carrying out of the services 4

8 Charges and payment 5

9 Nature of the services..... 5

10 Faulty services 6

11 Termination, Effects of Termination and End of the contract..... 6

13 Limitations on our liability 7

14 Third party rights 7

15 Disputes 7

Appendix 1 Model cancellation form..... 9

Appendix 2 Request form for services to be provided during the cancellation period 10

Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.

In this Contract:

'we', 'us' or 'our' means Panoramic Properties Limited a company registered in England and Wales under company number: 07427489. Our registered office is at: 10 Church View, Knutsford, Cheshire WA16 6DQ. Our VAT number is: 260 8811 04.

'you' or 'your' means the person contracting to buy goods and services from us identified in full in our Proposal.

1 Introduction

- 1.1 If you buy services from us, you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying services from us as a consumer (ie for purposes outside of your business, craft or profession). If you are buying services from us in the course of business, our business terms and conditions apply to such purchases. For a copy of such terms, please speak to our representative.
- 1.3 Our contract comprises both the Proposal, which has been delivered to you and these Terms, and Conditions. In the event of any inconsistency, the terms of the Proposal shall prevail.

2 Information we give you

We have given you the key information required before a legally binding contract between you and us as follows:

The Proposal sets out the main characteristics of the services you want to buy;

We have said who we are, where we are based and how you can contact us;

The Proposal and Terms set out the total price of the services including any taxes (and where this cannot reasonably be worked out in advance, the manner in which we will work out the price);

the arrangements for payment, carrying out the services and the time by which we will carry out the services;

How to exercise your right to cancel the contract and the costs of doing so; and

What to do if you have a complaint (see clause 15 of these Terms).

- 2.1 We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we must change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 **Your privacy and personal information**

3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy. Our Privacy Policy is attached to this contract and available at www.panoramic-properties.com.

4 **Ordering services from us**

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.

4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.

4.4 When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by email. This acknowledgement does not, however, mean that your order has been accepted by us.

4.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.5.1 we cannot carry out the services (for example, because we have a shortage of staff);

4.5.2 we cannot authorise your payment;

4.5.3 you are not allowed to buy the services from us;

4.5.4 we are not allowed to sell the services to you; or

4.5.5 there has been a mistake in the pricing or description of the services.

4.6 We will only accept your order when our representative confirms this to you by email (Confirmation Email). At this point:

4.6.1 a legally binding contract will be in place between you and us; and

4.6.2 we will start to carry out the services in the way you and we have agreed once the initial invoice has been paid by you.

4.7 If you are under the age of 18 you may not buy any goods or services from us.

5 **Right to cancel**

5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during

the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clause 5.5. and 5.6. below.

5.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form attached to this contract, but it is not obligatory.

5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the request form attached to this contract and giving it to our representative or sending it by post or email to the contact details at the top of this contract. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

5.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

5.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 10 below.

6 **Effects of cancellation**

6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

6.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

6.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.

6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 **Carrying out of the services**

7.1 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, we will carry out the services within a reasonable time.

7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

7.2.1 you change the services (and this means we have to do extra work or wait for extra materials);

7.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;

7.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

7.2.4 we cannot access the site at the times we agreed with you;

7.2.5 you have not prepared the site in the way we agreed with you;

7.2.6 poor weather conditions;

7.2.7 you do not pay for our charges and invoices on time; or

7.2.8 you ask us to do anything that is unsafe, unreasonable, unlawful, or illegal.

7.3 When we carry out the services, we might not have all the materials we need. This might be for a number of reasons, such as:

7.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;

7.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or

7.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

8 Charges and payment

- 8.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can, when you place an order with us.
- 8.2 We charge for our services on a quotation basis (ie we promise to carry out the services at a fixed price). The prices for goods contained within our Proposal are subject to change and are only a best estimate based on prices provided by our suppliers at the time of providing the Proposal. In the relatively volatile supply and import / export environment we are currently operating in prices can change between Proposal and order delivery. Additional charges may also be incurred for our services. Where we charge you a higher amount, this might occur for a number of reasons, in particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this.
- 8.3 Please contact us using the contact details at the top of this contract if you want any further information on your bill or have a query on it.
- 8.4 We reserve the right to suspend or withdraw our services should any payment not be paid or overdue. Products will only be released for installation and delivery once full payment has been received.
- 8.5 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 8.6 If your payment is not received by us on the due date for payment, we may charge interest on any balance outstanding at the rate of 5 percentage points per year above Bank of England's base rate.
- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 8.8 All prices are in pounds sterling (£)(GBP) and exclude VAT (except where stated otherwise) at the applicable rate, but exclude any additional services, increases in VAT or other applicable taxes, duties tariffs and import or export charges not included within the original Proposal and applicable to the goods or services agreed under the contract between us.

9 Nature of the services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:

- 9.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
- 9.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

9.2 We are under a legal duty to supply you with services that are in conformity with this contract.

10 **Faulty services**

10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

10.1.1 contact us using the contact details at the top of this contract or speak with your representative; or

10.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this contract.

11 **Termination, Effects of Termination and End of the contract**

11.1 We may terminate our contract with immediate effect by giving written notice if:

11.1.1 You fail to make a payment on time as required;

11.1.2 You have breached our contract in any material way and have failed to remedy that breach within 7 calendar days of us asking you in writing to do so; or

11.1.3 We have been unable to provide the Services for more than 6 weeks due to an event outside of our control.

11.2 For the purposes of this contract 'material' means not minimal or trivial in its consequences to the terminating party. In determining materiality no regard will be had to whether a breach was caused by mistake accident mishap or misunderstanding.

11.2 If this contract is ended (termination):

11.2.1 it will not affect our right to receive any money which you owe to us under this contract, which will include and not be limited to any goods ordered that we are unable to cancel and return within a reasonable period of time;

11.2.2 any clauses which either expressly or by their nature relate to the period after the expiry or termination of the contract will remain in full force and effect; and

11.2.3 it will not remove or reduce any right to damages or other remedy, which either you or we may have in respect of any breach of the contract which exists before the date of termination.

12 **Retention of title**

12.1 The fittings or products installed remain our property until paid for in full, which includes the cost of all materials, labour and installation. For the avoidance of doubt, any amount, regardless of payment method, will not be deemed to have been paid in full until the funds are showing in our bank account.

12.2 The Customer hereby agrees and authorises us, our sub-contractors or tradesmen to allow access to the property, without any notice, to remove any products installed if payment of the total amount is not made in full.

13 **Limitations on our liability**

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

13.1.1 losses that were not foreseeable to you and us when the contract was formed;

13.1.2 losses that were not caused by any breach on our part;

13.1.3 business losses; or

13.1.4 losses to non-consumers.

14 **Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

15 **Disputes**

15.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact your Representative as soon as possible or use the contact details set out at the top of this contract.

15.2 We will then arrange a meeting with the Managing Director to discuss the matter in good faith with the aim of achieving a resolution.

15.3 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

15.4 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

16 **Intellectual Property**

16.1 Panoramic Properties Limited reserve all intellectual property and copyright on information produced including but not limited to, the ownership of computer-generated imagery (CGIs) and photography. On payment of all fees the Client will be granted a non- exclusive licence to use the designs produced for the project for their own personal use only.

16.2 They are not to be reproduced, published or made publicly available without our prior written consent.

[ELECTRONIC ACCEPTANCE]

APPENDIX 1 MODEL CANCELLATION FORM

Model cancellation form

To Panoramic Properties Limited, 10 Church View, Knutsford, Cheshire, WA16 6DQ.
info@panoramic-properties.com:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

**APPENDIX 2 REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE
CANCELLATION PERIOD**

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to Panoramic Properties Limited, 10 Church View, Knutsford, Cheshire, WA16 6DQ or by email to info@panoramic-properties.com.

Request for services to be provided during the cancellation period

I/We [*] hereby request that Panoramic Properties Limited start supplying [DESCRIBE SERVICES] during the 14-day cancellation period.

I/We [*] understand and acknowledge that I/we [*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [*] do so, I/we [*] will be required to pay for the services carried out by [INSERT TRADER'S NAME] until I/we [*] told [INSERT TRADER'S NAME] that I/we [*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by [INSERT TRADER'S NAME] in comparison with the full coverage of the contract.

I/we [*] further understand and acknowledge that I/we [*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[*] Delete/insert details as appropriate.