



Company Reg: 13024573

# Terms of Service

Welcome to Level 360, home of Property and Business Marketing for Innovators. These Terms of Service are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of our Services and apply to You from the time that Level 360 provides You with access to our Services.

The various Level 360 Services will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of Level 360 Services.

Level 360 reserves the right to change these Terms at any time, effective upon the posting of modified Terms and Level 360 will make every effort to communicate these changes to You via email or notification via the Website and updated Policies, as well as blog posts.

It is likely the Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use our Services, or by instructing us to perform a Service via phone, or email you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using our Services.

You are deemed to have agreed to these Terms on behalf of any entity for whom you use our Services.

## 1. Definitions

### “Admin User”

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

### “Agreement”

means these Terms of Service.

### “Amendment”

means a change to a completed Order that You placed via the System.



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**“Appointment”**

means the date and time You book us to visit a Property to undertake a Service. Appointments can be booked via the Website, over the phone or via email.

**“Client”**

means the Admin User for a Service ordered via the System. For a Service ordered via a method of communication other than the Website e.g. phone or email, Client means the person or entity who instructs us to perform the Service, and, where the context permits, includes any entity on whose behalf that person instructs us to perform the Service.

**“Confidential Information”**

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

**“Contractor”**

means a qualified person working as a sub-contractor on behalf of Level 360 who will provide the Service to You.

**“Data”**

means any data inputted by You or with Your authority into the Website or any data given to Us during the instruction of a Service. Data includes files uploaded by You through the Website.

**“Level 360”**

means Level 360 Ltd, a company registered in England and Wales with company number 13024573 Our headquarters are based at: Level 360 Kemp House,160 City Road, London, EC1V 2NX, United Kingdom. Throughout these Terms of service, when we refer to ‘We’ (or ‘Our’ or ‘Us’), that means Level 360 Ltd. Where the situation permits, ‘We’ (or ‘Our’ or ‘Us’) can include a Contractor.

**“Fee”**

means the amount of money We charge for Services provided to You or a Client you have authority to instruct us on behalf of. Information on Fees relating to our Services is available on the pricing page of the Website (<https://www.level360.co.uk/services>), or any other page(s) on the Website notified by Us, which may be updated or amended by Us from time to time.

**“Intellectual Property Right”**



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means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**“Invited User”**

means any person or entity, other than the Admin User, that uses the Service or receives email notifications about the Service with the authorisation of the Admin User or Client.

**“Object Removal”**

means digitally removing, replacing or cloning pixels from an image file (Data) in an Image Enhancement Order with the goal of removing unwanted items from the image.

**“Order”**

means one Service ordered via the System with a unique Order ID number, or a Service ordered via phone or email (i.e. not via the System) requiring a visit to the Property from Us or a Contractor of Level 360

**“Payment Service Provider”**

means a third party service who facilitates payments between You and Us e.g. including but not limited to: Wix, PayPal, or a Bank.

**“Property”**

means a residential or commercial premise on which You have instructed Us to carry out a Service.

**“Service”**

means the online ordering of 360 Tours, HD Photos, Floorplans, EPC's, Image Enhancement, Object Removal, Floorplan Conversion or a Video Slideshow made available (as may be changed or updated from time to time by Level 360) via the Website, or those services requiring a visit to a property such as an Energy Performance Certificate (EPC), Floorplan or Property Photography. “Services” has a corresponding meaning.

**“Subclient”**

means any person or entity whose Data the Admin User adds to their User Account in the My Clients section of the System with the intention of ordering a Service vicariously for the Subclient.

**“System”**

means specifically, the website software at the Internet site <https://https://www.level360.co.uk>

**“Turnaround”**

means the length of time between You placing an Order and Us completing the Order and sending it back to You.

**“Turnaround Time”**

means the length of time between You placing an Order and Us completing the Order and sending it back to You.

**“User Account”**

means the account registered in the Level 360 system with Data relating to a single person or entity. Each User Account will have one set of login details (email and password) and should have a unique physical address of a place of business.

**“Website”**

means the Internet site at the domain <https://https://www.level360.co.uk> or any other site, including subdomains, operated by Level 360. It includes the Level 360 “System”.

**“You”**

means the Admin User, and where the context permits, an Invited User. You also mean any other person or entity instructing us for a Service. “Your” has a corresponding meaning.

## 2. Use of the Level 360 System

Level 360 grants You the right to access and use our Website, System and Services according to Your User Type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

You acknowledge and agree that, subject to any applicable written agreement between the Admin User and an Invited User or Subclient, or any other applicable laws:

2.1. the Admin User determines who is an Invited User or Subclient;

2.2 the Admin User is responsible for all Invited Users’ and Subclients’ use of the Service;

2.3. if there is any dispute between an Admin User and an Invited User or Subclient regarding access to the System or Service, the Admin User shall decide what access or level of access to the relevant Data or Service that Invited User or Subclient shall have, if any.



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### 3. Your Obligations

#### 3.1. Payment obligations for Services ordered via the System:

3.1.1 An invoice will be issued for Services purchased. The Fee due in the invoice will be in accordance with the Fees detailed on the Website pricing page.

3.1.2 Any Fee due will also be shown on the Order page of the System at the point of ordering the Service after signing up as a Member. Jobs will be confirmed by email immediately after a Service has been ordered by You.

3.1.3 All Level 360 invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. A list of all Your invoices can be found on the Invoice page of the System.

3.1.4 Payment of all Fees specified in an invoice must be paid in accordance with the Payment Terms as detailed in clause 11.

#### 3.2. Payment obligations for Services ordered via phone, email or some other communication method outside of the System:

3.2.1 An invoice will be issued before we have visited the Property and completed our obligations for the Services provided. This consists of a 50% non-refundable booking deposit, and 50% fee of services payable upon completion of Services. The Fee due in the invoice will be in accordance with the Fee quoted prior either via phone, email or some other communication method.

3.2.2 Payment of all Fees specified in an invoice must be paid in accordance with the Payment Terms as detailed in clause 11.

3.2.3 We reserve the right to issue an invoice after visiting the Property, but before providing you with the digital files related to the Service You instruct Us for. In these instances, payment of the invoice will be required and must be visible in Our bank account or Payment Service Provider systems before we provide access to the digital files related to the Service.

#### 3.3 General obligations:

3.3.1 You must only use Our Services and Website for Your own lawful property and business marketing purposes, in accordance with these Terms and any notice sent by Level 360 or condition posted on the Website.



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3.3.2 You may use Our Services and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons and/or entities for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.3.3 You are responsible for payment of all taxes and duties due in Your country.

3.4 Access conditions:

3.4.1 You must ensure that all usernames and passwords required to access Our Website are kept secure and confidential. You must immediately notify Us of any unauthorised use of Your passwords or any other breach of security and We will reset Your password and You must take all other actions that We reasonably deem necessary to maintain or enhance the security of Our computing systems and networks and Your access to the Services.

3.4.2 As a condition of these Terms, when accessing and using the Services, You must:

- not attempt to undermine the security or integrity of Our computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs or computer code used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3.5 Usage Limitations:

Use of Services through the Website is subject to limitations:

3.5.1 You are limited to one User Account per branch/office/premises – defined by the physical address of Your business premises. If multiple User Accounts are registered to the same



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physical location we will contact You via email if a suspected duplicate User Account is created to seek clarification on which User Account to keep and which to delete. We reserve the right to merge and/or delete User Accounts as we see reasonably fit to comply with this policy.

3.5.4 We reserve the right to prevent You from accessing the Website by blocking access to Your User Account without any prior warning or reason being given as detailed in clause 8.3.

### 3.6 Communication Conditions:

3.6.1 As a condition of these Terms, if You use any communication tools available through the Website or our Social Media channels (such as any forum, chat room, message centre or blog comments section), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

3.6.2 When You make any communication on the Website, You represent that You are permitted to make such communication. We are under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, We reserve the right to remove any communication at any time in Our sole discretion.

### 3.7 Indemnity:

You indemnify Us against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Us, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You.

## 4. Confidentiality and Privacy

### 4.1 Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

4.1.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of



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the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

4.1.2 Each party's obligations under this clause will survive termination of these Terms.

4.1.3 The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:

is or becomes public knowledge other than by a breach of this clause;

is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

is independently developed without access to the Confidential Information.

4.2 Privacy:

We maintain a Privacy notice that sets out the parties' obligations in respect of personal information. You should read that policy at and You will be taken to have accepted that policy when You accept these Terms.

## 5. Intellectual Property

### 5.1 General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Level 360 Property.

### 5.2 Ownership of Data:

5.2.1 Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Fees when due. You grant Us a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

5.2.2 By ordering a Service through the Website, You confirm that You are the owner of the Data (or have authority to do so by the Data owner) and have the authority under related copyright, intellectual property and/or other claim or rights, including its submission to Level 360 Ltd.

5.2.3 We reserve the right to use Data uploaded by You through the Website or acquired during any other stage of Service provision to You for marketing purposes. Such Data may include but



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is not limited to: images, floorplans, video slideshows and EPC files. If you do not consent to this, You must inform Us in writing that We do not have permission to do so.

### 5.3 Backup of Data:

You must maintain copies of all Data inputted into the Service. We adhere to best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but do not make any guarantees that there will be no loss of Data. We expressly exclude liability for any loss of Data no matter how caused.

### 5.4 Third-party applications and your Data:

In order to provide Services to You, We may use some third-party applications. By using our Services, You acknowledge that We may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

## 6. Warranties and Acknowledgements

### 6.1 Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

### 6.2 Acknowledgement:

You acknowledge that:

6.2.1 You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).

6.2.2 Level 360 has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:



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You are responsible for ensuring that You have the right to do so;  
You are responsible for authorising any person who is given access to information or Data, and you agree that We have no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and  
You will indemnify Us against any claims or loss relating to:

Our refusal to provide any person access to Your information or Data in accordance with these Terms,

Us making available information or Data to any person with Your authorisation.

6.2.3 The provision of, access to, and use of, the Services is on an “as is ” basis and at Your own risk.

6.2.4 Level 360 does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible for any such interference or prevention of Your access or use of the Services.

6.2.5 It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

6.2.6 You remain solely responsible for complying with all applicable laws and legislation relating to the marketing of in your country. In the UK, these may include, but are not limited to: the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations 2008 (BPRs).

6.2.7 Certain Data relating to Orders, including but not limited to: digital image files, digital floorplan files and EPC files will be available for You to access for a period of 14 days from the date You place the Order via the Website. After this period, these files are automatically deleted from the System. It is possible a backup may be available for a period of two months after You place the Order, but We make no guarantees of this.

6.3 No warranties:

Level 360 gives no warranty about the Services. Without limiting the foregoing, We do not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is



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permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

#### 6.4 Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

#### 7. Limitation of Liability

7.1 To the maximum extent permitted by law, Level 360 excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

7.2 If You suffer loss or damage as a result of Our (or a Contractors) negligence or failure to comply with these Terms, any claim by You against Us arising from negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous 1 month period.

7.3 If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with clause 8.

#### 8. Termination

8.1 For the avoidance of doubt, if You wish to no longer use the Services and terminate Your User Account and therefore this Agreement, You should ask us in writing to delete Your User Account by emailing [sales@level360.co.uk](mailto:sales@level360.co.uk). You will need to include in the email, the login credentials (email and password) used to access your User Account.

#### 8.2 Change of circumstances:

8.2.1 If at any point, You no longer wish to use the Services, you can simply stop placing Orders via the Website or any other method. You are still obligated to pay any Fees owing for Services We have provided as detailed in clause 3 of these Terms.

8.2.2 For the avoidance of doubt, if You wish to no longer use the Services and terminate Your User Account and therefore this Agreement, You should ask us in writing to delete Your User Account by emailing [sales@level360.co.uk](mailto:sales@level360.co.uk). You will need to include in the email, the login credentials (email and password) used to access your User Account.



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### 8.3 Breach:

If:

8.3.1 You breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;

8.3.2 You breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any payment of Fees that are not paid in full in accordance with the requirements set out on the pricing page of the Website or that have been agreed via phone or email; or

8.3.3 You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Level 360 may take any or all of the following actions, at its sole discretion:

8.3.4 Terminate this Agreement and Your use of the Services and the Website;

8.3.5 Suspend for any definite or indefinite period of time, Your use of the Services and the Website;

8.3.6 Suspend or terminate access to all or any Data.

8.3.7 Take either of the actions in sub-clauses (8.3.4), (8.3.5) and (8.3.6) of this clause 8.3 in respect of any or all other persons whom You have authorised to have access to Your information or Data.

8.3.8 For the avoidance of doubt, if payment of any invoice for Fees due is not made in accordance with the requirements set out in the pricing page of the Website or that have been agreed via phone or email; We may: suspend or terminate Your use of the Service and/or Your rights of access to all or any Data.

### 8.4 Accrued Rights:



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Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination (taken as the date you email Us as detailed in clause 8.1 and 8.2).

On termination of this Agreement You will:

remain liable for any accrued charges, amounts and/or Fees which become due for payment before or after termination; and immediately cease to use the Services and the Website.

8.5 Expiry or termination:

Clauses 3.1, 3.6, 4, 5, 6, 7, 8 and 12 survive the expiry or termination of these Terms.

## 9. Support

### 9.1 Technical problems:

In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Us. If You still need technical help, please check the support provided online by Us on the Website or failing that email us at [sales@level360.co.uk](mailto:sales@level360.co.uk)

### 9.2 Service availability:

9.2.1 Whilst We intend that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

9.2.2 If for any reason We have to interrupt the Services for longer periods than We would normally expect, We will use reasonable endeavours to publish in advance details of such activity on the Website.

## 10. Orders placed via the System

### 10.1 Amendments:

10.1.1 If You require an Amendment to an Order placed via the Website, you should login to your User Account and request the Amendment via the My Orders page of the System. Amendments requested in any other way may not be actioned by Us.

10.1.2 If Your Amendment request does not affect the price of the Order, then no additional Fees are due.

10.1.3 If Your Amendment request does affect the price of the Order (defined as if the Order was placed again including the Amendments), including but not limited to situations where: the



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number of images has changed from the original Order, the Amendment includes Object Removal when the original Order did not, or the level of detail in a floorplan Order has changed, then We reserve the right to adjust the Fee due for the Order in line with the prices detailed on the pricing page of the Website.

10.1.4 We reserve the right to reject an Amendment request at Our sole discretion.

10.2 Changes to an Order:

10.2.1 If, after placing an Order, but before it has been completed by Us, You request a change that affects the price (defined as if the Order was placed again including the change), including but not limited to situations where: the number of images has changed from the original Order, the change includes Object Removal when the original Order did not, or the level of detail in a floorplan Order has changed, then We reserve the right to adjust the Fee due for the Order in line with the prices detailed on the pricing page of the Website.

10.2.2 We reserve the right to reject an a request for a change to an Order at Our sole discretion.

10.3 Deleting Orders:

We reserve the right to delete an Order and all of its Data from the System at Our sole discretion.

10.4 Turnaround times:

We aim to complete Orders in the timescales detailed on the turnaround times page of the Website but We do not guarantee that these Turnaround times will be achieved, they should be used as a guide. We will make all reasonable efforts to complete an Order within the defined Turnaround Time.

10.5 Placing Orders on Your behalf via Your User Account:

You acknowledge that in situations where You cannot access Your User Account and You send Data to Us using a third party service such as WeTransfer, Dropbox, email or some other method, We will upload the Data to Your User Account to create a new Order. In these instances, we will take all reasonable measures to ensure the Fee charged to You for the Order matches that You would expect as if placing the Order Yourself via the System as detailed on the pricing page of the Website.

10.6 Object Removal:



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You acknowledge that for Image Enhancement Orders where Object Removal is requested by You, that We will deploy all reasonable skill and care in this aspect of the Service but can provide no guarantee that the enhanced image will bear a true likeness to the Property and You alone are responsible for complying with Laws and Legislation as detailed in clause 6.2.6.

#### 10.7 Cancellation policy:

If You wish to cancel an Order, You should contact Us via email [sales@level360.co.uk](mailto:sales@level360.co.uk) or phone and ask Us to cancel the Order before it has been completed. We will then delete all Data in the System linked to this Order and no Fee will be due if outside of our 48-hour Cancellation Clause We reserve the right to not cancel an Order if the Order has already been completed by Us and sent to You. Please note that orders cancelled or amended within 48 hours are subject the loss of 50% non-refundable booking deposit and is detailed in clause 11.4

#### 11. Additional Terms for Services requiring a visit to the Property

The clauses in this section are applicable to any Service where We or a Contractor of Ours is required to visit a Property to undertake the Service instructed by You. These services include, but are not limited to 360 Tours, Property Photography, 3D Mapping, Energy Performance Certificates (EPCs), and the measuring of a Property for a floorplan.

##### 11.1 Confirming instructions:

11.1.2 A copy of these Terms of Service will be made available to You prior to commencement of the Service either via email and/or publically available via the Website.

11.1.3 By confirming Your wish to proceed, You agree to these Terms.

##### 11.2 Your and/or Your Clients obligations:

11.2.1 You will at Your own expense, provide all such information and co-operation as is reasonably required to enable Us or a Contractor to undertake the Service. This shall include:

- a) provision of clear and safe access to all of the Property;
- b) ensuring that no child under the age of 16 is left alone to supervise the Property visit;
- c) provision of all necessary copies of accurate drawings and any other documentation, which may affect the preparation of the Service.

##### 11.3 Disturbance and limitations:



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11.3.1 As part of the Service, a simple visual assessment will be undertaken but will not look at parts of the Property that are covered, unexposed or not reasonably accessible.

11.3.2 Any assessment of the Property is as extensive as access and circumstances permit. As much of the surface area, internally and externally, will be inspected as is practicable and where possible, the report includes comment on energy related aspects and parts of the building.

11.3.3 An Energy Performance Certificate and associated Report does not purport to express an opinion or to advise upon the condition or energy ratings/values of un-inspected parts of the Property and should not be taken as making any implied representation or statement about such parts.

11.3.4 The finishes/fittings and structure of the Property will not be disturbed during the survey relating to the Service. Heavy equipment or furniture will not be moved, fitted floor coverings and floorboards will not be raised, nor will stored goods be moved, unless specifically requested and then only with the tenant's/landlord's prior written consent.

11.3.5 Building services, such as Electricity, Heating, Telecommunications/IT, Gas, Plumbing, Lifts, Mains Water and Drainage will not be tested unless specified.

11.3.6 The Property will be inspected from ground level unless reasonable and safe means of access to higher levels is available.

11.3.7 The Property will be inspected from within its boundary and adjacent public land. Access will not be gained to adjoining owner's land without permission.

11.3.8 A ladder will be used where necessary; this is subject to free and unhindered access around the perimeter of the Property.

11.3.9 We are not responsible for checks relating to compliance of fire safety regulations and especially with regard to furniture and furnishings.

11.3.10 Details on the following Inventory items will not be included – totals and titles of books, appliance serial numbers, light bulbs, consumable items, small plants, packed or inaccessible items, areas covered by heavy objects, specialist items / antiques.



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11.3.11 If any part of the Property has restricted access, poor lighting or where cleaning and maintenance levels are below standard, We will not be responsible for errors or omissions that may arise as a consequence.

11.3.12 Where necessary, reasonable assumptions and approximations will be made in order to enable completion of the Service.

11.3.13 We will not provide a building survey, structural survey or property valuation.

11.4 Cancellations and postponements:

11.4.1 If the Appointment is cancelled by You or the Client within 48 hours of the Appointment time, then We reserve the right to charge You or Your Client 50% of the Fee that would have been due for the Service, with no obligation to carry out the Service at a later date.

11.4.2 In the event of non attendance by You or the Client, We or the Contractor will wait for a minimum of 20 minutes after the Appointment time, then We reserve the right to charge You or Your Client up to 100% of the Fee that would have been due for the Service, with no obligation to carry out the Service at a later date.

11.4.3 Where the Appointment is delayed by You or the Client, or their Client(s) for any reason beyond the control of Us or the Contractor, We reserve the right to apply charges of £20.00 + VAT to the Fee for each and every subsequent 0-30 minutes of waiting time after the agreed time of Appointment.

11.4.4 Where the Appointment is delayed as detailed in clause 11.4.3 and We or the Contractor is unable to accommodate further time beyond the original agreed Order, We reserve the right to refuse the Appointment and charge You or Your Client up to 100% of the Fee that would have been due for the Service, with no obligation to carry out the Service at a later date.

11.4.5 If We or a Contractor is unable to gain access to a property due to: access being denied by an occupant, landlord or agent, or the key holder is not present as previously arranged, then We reserve the right to charge You or Your Client up to 100% of the Fee that would have been due for the Service, with no obligation to carry out the Service at a later date.

11.4.6 Once the Appointment has occurred, the Fee will be due. You or Your Client cannot cancel the Service and expect the Fee to be waived. We reserve the right to charge You or Your Client up to 100% of the Fee that would have been due for the Service, with no obligation to



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carry out the Service at a later date. The provisions of this clause does not affect your statutory rights.

#### 11.5 Alterations and special matters:

If on commencement of the Service, should We or the Contractor find that the amount of work involved significantly differs from the job quoted for, additional time may be needed by Us or the Contractor to complete the Service, We reserve the right to charge for any additional time at a rate of up to £50 + VAT per hour.

#### 11.6 Insurance:

We are insured to carry out Energy Performance Certificate Service on a 'Pay per Click' basis in accordance with industry standards and law in England and Wales. Insurance is provided by the accreditation bodies who grant a licence to Contractors providing the Service.

#### 11.7 Energy saving estimates:

Where energy saving costs are given, they are for guidance purposes only and should not be construed to be a quotation nor an estimate and should be substantiated prior to exchange of contracts by proper competitive quotations or estimates.

#### 11.8 Recommendation report assumptions:

Where applicable, the opinion in any Energy Performance Certificate Recommendation Report is as at the date of inspection. Unless otherwise expressly agreed, the assessment advice and certification assumes that the property is unaffected by any statutory notice and that neither the property nor its use or proposed use gives rise to a contravention of any statutory requirements. We or the Contractor is under no duty to verify these assumptions.

#### 11.9 F or G ratings:

If an Energy Performance Certificate shows an F or G rating, We are under no obligation to inform you of this prior to lodging the EPC report on the central Landmark database. The Fee will be due in full at the point we complete the Service by sending you the completed or draft EPC file, regardless of the rating of the Property as shown on the EPC report.

#### 11.10 Turnaround times:

We shall aim to stick to all agreed turnaround times, but if these should overrun, this shall not impact the Fee due for the Service.

## 12. Payment



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An invoice will be sent to You and/or any additional Invited Users or Clients on whose behalf you have placed an Order via email.

#### 12.1 Payment Terms:

12.1.1 Payment terms are due within 7 days for orders placed via the Website if you have selected a manual payment option. Terms are applicable from the date We send You the invoice.

12.1.2 Payment terms are required immediately for Energy Performance Certificate Orders placed via phone or email applicable from the date We send You the invoice.

12.1.3 Payment is due on receipt of invoice if you have added a credit/debit card to your Level 360 account for automatic payments.

12.1.4 If You have set up a Direct Debit, payments will be collected around 5 working days after the date on the invoice.

#### 12.2 New Client Payment Policy:

For Clients who have never placed an Order with Us before, We reserve the right to demand payment before we have delivered the Service to you in full. For example, for an Energy Performance Certificate Order, We or a Contractor of Level 360, may survey the Property, but not provide you with the digital EPC file until payment is received.

#### 12.3 Late Payments:

12.3.1 We reserve the right to charge interest of 8% plus the Bank of England base rate on the late payment due.

12.3.2 In addition to clause 12.3.1, and in accordance with late payment legislation, We reserve the right to charge a fee of: £40 for late payments up to £999.99, £70 for late payments of between £1,000 to £9,999.99, and £100 for late payments of £10,000 or more.

12.3.3 In addition to clauses 12.3.1 and 12.3.2, We reserve the right to claim for reasonable costs in recovering the amount owed by You, including but not limited to: the cost of involving a debt recovery agency.

12.3.4 Should We need to take legal action against You for late payment, this will likely be via the Government's Money Claim Online service. Any charges to initiate this process will be added to the claim and be payable by You.



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12.3.5 Late payment can result in a County Court Judgement (CCJ) against Your name or Your Company name and could affect Your ability to get credit in the future.

12.3.6 Late payments can result in insolvency proceedings against Your company.

12.4 Pricing errors:

If a pricing error occurs which is obvious or unmistakable and could have reasonably been recognised by You as an error, We are not obligated to provide the Service to you at the incorrect (lower) price.

12.5 Changes in VAT:

If the rate of VAT changes between the date of Your Order and the date of the invoice being sent to You, VAT will be chargeable at the rate due on the day the Order was placed.

13. General

13.1 Entire agreement:

These Terms, together with the Level 360 Privacy notice and the terms of any other notices or instructions given to You under these Terms of Service, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Level 360 relating to the Services and the other matters dealt with in these Terms.

13.2 Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

13.3 Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

13.4 No Assignment:

You may not assign or transfer any rights to any other person without Level 360's prior written consent.

13.5 Governing law and jurisdiction:



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This Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

#### 13.6 Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

#### 13.7 Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Level 360 must be sent to [sales@level360.co.uk](mailto:sales@level360.co.uk) to any other email address notified by email to You by Us. Notices to You will be sent to the email address which You provided when setting up Your access to the Service or when instructing us via phone or email to perform the Service. Notices relating to the Service and/or billing may also be sent to Invited Users, Sublients and Clients, of which the contact details will have been provided by You.

#### 13.8 Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

#### 13.9 Force Majeure

Except for any payment obligation imposed on You, neither party will be liable for a delay in performing, or for a failure to perform, obligations if that delay or failure is caused by circumstances beyond the reasonable control of either party.

#### 13.10 Our right to vary these Terms of Service:

We may need to update these Terms of Service from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our Systems' capabilities. Where a change is significant, We'll notify You via email. If You continue to place Orders with Us, it is assumed You have accepted the updated Terms of Service.