

Website Package Terms and Conditions

The following terms and conditions on which we supply our digital services and website platform lays the working relationship between you and Agent Works Ltd. Please ensure you have read and understood these terms before proceeding to use our services.

We/Us/Our means Agent Works Ltd, a company registered in England under number 12155803, whose registered address is 202 Selby Road, Leeds, LS15 0LF, United Kingdom.

The “client” or “you” means the person or company who has purchased our products and services.

Agent Works is our property marketing and management software and website content management platform. We own and operate our website www.agentvision.co.uk , on which we promote and offer our letting and estate agency business package, property website package and other services.

1. Background

1.1. The client is of the opinion we have the necessary qualifications, experience, and abilities to provide services to the client.

1.2. We agree to provide such services to the client on the terms and conditions set out in the agreement. In consideration of the matters described of the above and of mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which considerations are hereby acknowledged, we and the client (individually the ‘party’ and collectively the ‘parties’ to this agreement) agree as follows:

2. Services Provided

2.1. The client hereby agrees to engage us to provide the client with the following services (‘the services’) Creation of a new website suitable for use in being able to operate a letting and/or estate agency business and content management system.

2.2. The services may also include any additional tasks which the parties agree on, we hereby agree to provide such services to the client.

3. Quality

3.1. We warrant that reasonable care and attention will be provided in respect of services you purchase from us.

3.2. The client agrees to give written notice and an opportunity to rectify any potential matter in respect of the provision of the services to you.

3.3. We cannot be held liable for a breach in our provision of services to you if:

3.3.1. an issue arises because of the client’s failure to process verbal or written instructions (if applicable) as to the use of the services or

3.3.2. the client alters the services without our written consent or

3.3.3. the issue arises through your misuse of the product.

3.4. We reserve the right to modify the services without notice subject to that this does not result in your inability to access the service.

4. Agent Works Website & Software

4.1. The website provided as part of the website package is a ready-made system which is personalised for the use of your business and brand (website “set up”) The website set up, provided by us, includes applying your chosen 1-5 colour scheme, your business information, inserting your logo, your local area name in the title and description meta tags.

4.2. All efforts will be made to complete agreed work within agreed timescales; however, it is agreed by the client that this does not constitute a deadline by which any project must be completed, and that if required, more time shall be granted by the client.

4.3. When your website has been set up, we will upload the site to our servers into a temporary preview area for you to view and advise us of any errors we may have made, at which point any agreed free billing period will commence. At this point you can either ask us to make potential corrections or request access to the content management system. When you wish the website to be made live, we will transfer it to the public folder of your hosting account, and it will be visible on the internet.

4.4. Where applicable, any agreed free billing period will need to start and end inside the first 12 months from the date a package has been purchased.

4.5. Once your website is made live, you can personalise your site further with the ability to make use of our available options to change the layout of content, imagery and text and add buttons and pages without additional charge. Occasionally you may require our involvement when implementing certain features or to make certain changes, where we can provide a quotation on request.

4.6. Agent Works is our property software marketing and management platform service, which allows you to manage property data and availability, add notes, add contacts, monitor viewing and valuation requests through your website. Our property software has been developed by us for the use of our clients.

4.7. The website package includes website hosting, an SSL certificate, google maps integration and an advanced content management system.

4.8. Our charges for use of the above services may be listed on our website or communicated to you by email and may be adjusted from time to time. Certain add on services or which may rely on integrations with third party platforms may of course be offered individually at a small additional cost or within an agreed plan depending on what is required.

4.9. Where applicable, following an agreed initial free billing period, where up to 99 properties are stored within the database, you will be entitled to operate on our lowest plan. The prices paid will be equal to what is displayed on our website at the point of purchase.

4.10. If applicable, upon deciding to continue with the service beyond the initial free period, a direct debit or automatic card payment will be required, and your invoice will automatically be sent for your records. Where payment falls due, you will receive at least one reminder to the email address you provided to us or which you used to communicate with us at or around the time of purchase.

4.11. Should your account fall into arrears, you will receive at least one email reminder to alert you to this fact. Should your account remain in arrears after 30 days, all your services will be suspended, which may include your website being removed from public view. During this time, payments that should have been paid and future payments will still be due until which point your account is paid up to date.

4.12. To reactive your account should it have been subject to being suspended; we charge a reconnection fee of £25 to cover the administrative time involved in reconnecting all your associated services, including billing. Furthermore, should your account fall into arrears on three separate occasions within a 12-month period or remain in arrears for two or more billing cycles, we reserve the right to refuse continuation of the service unless you agree to pay for your services annually.

4.13. If either your website, software, email, or other included services are suspended because of non-payment, following a grace period of at least 30 days, suspended accounts are permanently deleted from our platform, including related associated data, emails, website files and property data which we hold in the Agent Works software platform.

4.14. We will create a username and password for you to use when logging into your website and software account. We may also be asked from time to time to create additional user accounts for your colleagues. You are not permitted to share access to the Agent Works system with any other individual or commercial entity who does not take part in the day to day running of your own business. Failure to adhere to this term could result in an immediate suspension and/or termination of your service.

4.15. Occasionally, we might make available an option for you to opt in for services which allows us to list your properties on portals which are associated with Agent Works.

4.16. Where you ask us to provide search engine optimisation (SEO), in line with all reputable SEO service providers, we are unable to guarantee specific placements or high rankings, however we will help to increase the popularity of your website.

4.17. At least one month's notice is required to cancel your service. To serve notice, email support@agentvision.co.uk from an email which is associated with your account with us.

4.18. Whereas we do provide in house cloud-based software which is designed to work on any device, from time to time, we may recommend products and services which may rely on Windows being installed on your device.

5. Hosting & Service Level Agreement

5.1. Where we do not host your domain name, you are responsible for ensuring that the domain is correctly connected to our servers.

5.2. We will work as is reasonably expected to ensure that any downtime is kept to a minimum, targeting at least 99.9% server availability. On very rare occasions there might be an error which results in disruption to the connection and/or accessibility to the server, we will aim to keep any down time to a minimum.

6. IP (internet protocol) Address

6.1. You accept that you will not have title or interest in the IP which is allocated to you as part of our hosting service and agree that this is not transferrable.

6.2. If we must or choose to reallocate your IP address, we shall use reasonable endeavours to complete this process without any disruption to your business.

7. Back Ups

7.1. It is your responsibility to back up copies of any data, information, images, or any other data you are permitted to store on our servers ("material")

7.2. We back up all data on our server. Where you accidentally delete data, you may ask us to re-instate this lost data, subject to that we may charge a reasonable amount to complete such work required. In the event of loss or damage to the material on our servers because of us or our service providers, we will make all reasonable commercial efforts to reinstate your data, however, will not be responsible for any loss, destruction, alteration, or disclosure of your material under any circumstances.

8. Hosting Service Usage Limitations

8.1 Our hosting service provides a very good allowance of web space which is designed to support the average sized letting and/or estate agency provided that:

8.1.1. your material is fed into web pages.

8.1.2. It is not your intention to use our hosting service as a back up of or repository for, your material.

8.1.3. you have in place proper housekeeping measures to maintain and store your material.

8.2. Your allowance of webspace whilst hosted on our server shall not exceed five percent of our overall server's ability to store and/or process data. Should this limitation be exceeded, we shall advise you on how we can accommodate your requirements for additional webspace and costs where appropriate.

8.3. Where we include and host email mailboxes as set out at the point of order, we reserve the right to suspend and/or delete mailboxes from our system which have not been used for at least two hundred days.

8.4. We reserve the right to refuse, suspend or terminate the provision of any service, if you are in breach of any of these terms and conditions.

9. Support

9.1. Our helpdesk and other associated services can be accessed either through your online account, email or by phone. We follow an authentication process when validating the identity of customers who are seeking support, therefore the email that you use is required to match to an email address that we have registered to your account. Telephone support is provided after a support request has been submitted via our helpdesk.

9.2. To prioritise the most urgent support requests, we encourage customers to use the step-by-step operating manual where in most cases the answer to a query can be found. We reserve the right to question or refuse support where it is evident that the service is being exploited or used excessively which prevents us from being able to service the requirements of our other clients.

9.3. It is agreed that before you purchase, a minimum level of computer literacy is required. This includes the ability to connect a new email account and a good understanding of Microsoft office programmes or the similar equivalent. Although we provide support and guidance on how to use the systems that we provide, we are unable to provide IT support or training on how to use or operate your own computer devices.

10. Domain Names

10.1 Where we include our domain registration service:

10.1.1. We will endeavour to register your chosen domain name. Where we offer a free domain registration for one year, this applies solely to the registration of co.uk domain names.

10.1.2. We will not be held responsible should your required domain name be already registered or is refused by a third party at any time.

10.1.3. We do not act as your agent or on your behalf when dealing with the domain name registry.

10.1.4. The registration of your chosen domain name is subject to your agreement directly with the registry, including a clear understanding of their terms and conditions.

10.1.5. Successful registration of your chosen domain name shall only be considered complete when you appear as the registrant on the appropriate "whois" database.

10.1.6 At our discretion, we may require you to choose a replacement domain name to use if we have reasonable grounds to believe that your chosen name will be used in bad faith, be in breach of our terms of business and/or any other legal or regulatory requirement, including a conflict with a registered trademark which does not belong to you.

10.2 You confirm and warrant that you are the legal owner of any domain name you instruct us to connect to our server or have the legal authority of the registered owner, before instructing us to build your website and use our hosting services.

10.3 Your domain name will need to be renewed periodically. We may send a renewal reminder to your registered email address; however, this cannot be relied upon and the client must have in place their own domain renewal reminder system. We accept no responsibility should your domain name registration expire.

10.4 Where your domain name expires, a break in the connection to our server may occur which has been initiated by the domain registry. Our services will continue to be provided and charged for, made accessible when your domain name registration has been renewed and your domain registry restores the connection to our servers.

11. Links to Our Website

We reserve the right to link your website to sites belonging to us by default, subject to that you do have the ability to remove such links upon request.

12. Changes to DNS or Domain Name Settings

Where we are asked to make a change to your domain name settings, which include assistance in transferring your domain to an alternative provider, we reserve the right to charge you £40 plus vat. Upon completion of such transfers, your service with Agent Works will cease immediately without notice and all files, emails, property data and other associated records shall be permanently deleted.

13. Appropriate Use of Our Services

13.1 Where it can be demonstrated that you are using our services for illegal purposes, we reserve the right to close your account immediately without notice.

13.2 any data you store on your website must comply with all relevant legislation including the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations 2008 (BPRs), The Estate Agents Act 1979 and regulations made thereunder, such as The Estate Agents (Provision of Information) Regulations 1991, The Estate Agents (Undesirable Practices) (No 2) Order 1991, The Estate Agents (Specified Offences) (No 2) Order 1991, and The Accommodation Agencies Act 1979.

13.3. You agree to indemnify us against any costs or losses we may incur because of any claims or legal proceedings that are brought or threatened against us by any third party because of breaching our agreement or legal guidelines laid out in general legislation.

13.4. Where appropriate, you will be required to set up a Google Maps account, from which you can create and obtain an API key which we can use to display maps on your website, including street view. Each month, Google provides a free quota of map loads per month, which has been found to be more than sufficient to cover the average size letting & estate agency business, subject to that you do not exceed limits set by Google at any given time. To learn more about how Google charges for this service, please visit:

<https://cloud.google.com/maps-platform/pricing/sheet/>

14. Indemnities and intellectual property rights

14.1 Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted to by application law, each party agrees to indemnify and hold harmless the other party, and its respective affiliates, offices, agents, employees, and permitted successors and assign and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective affiliates, offices, agents, employees, and permitted successors and assigns that occurs in connections with this agreement. This indemnification will survive the termination of this agreement.

14.2. We retain all intellectual property rights to the systems we use to provide our services, including but not limited to the property database and software. You are prohibited from attempting to reverse engineer any element of our product.

15. Our liability

15.1. Nothing in this clause shall limit either party's liability for personal injury or death arising from its fraud or negligence.

15.2. The aggregate liability of Agent Works in respect of any loss or damage suffered by the client and arising out of or in connection with the Agreement shall not exceed the fees paid by the client to Agent Works under the agreement in the preceding three (3) months prior to the date of such loss or damage.

15.3. Agent Works shall not be liable in any way for:

- (i) any loss of sales; or
- (ii) any loss of commissions; or
- (iii) any loss of goodwill or reputation; or
- (iv) any loss of Client Content; or
- (v) any indirect or consequential losses suffered or incurred by the Client arising out of or in connection with the Agreement; or
- (vi) any economic losses (including, without limitation, loss of revenues, profits, contracts, business, or anticipated savings)

15.4. Except as expressly provided for in the Agreement all conditions, representations and warranties implied by common law, statute or otherwise are excluded to the extent permitted by law.

15.5. You acknowledge and agree that the limitations contained in this clause are reasonable under all circumstances and that you have taken independent legal advice.

16. Refunds

16.1 Where a refund is agreed and issued, this will be subject to a reasonable deduction to cover admin and payment processing costs.

16.2 Pro-rata refunds will not be issued for services that are cancelled before the end of the monthly or annual billing period.

17. Notices

17.1. All notices, request, demands or any other communications required or permitted by the terms of this agreement will be given in writing and delivered to the parties at the following email address: support@agentvision.co.uk

17.2. Or to such other address as either party may from time to time notify the other.

18. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for 60 Business Days, the party not affected may terminate this agreement by giving 5 Business Days' written notice to the affected party.

19. Waiver

19.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21. Severance

21.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2. If any provision or part-provision of this agreement is deemed deleted under clause 21.3. the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. This agreement has been entered into on the date stated at the beginning of it.

23. Our Right to Vary These Terms & Conditions

23.1. We reserve the right to amend these terms and conditions from time to time in line with changes in market conditions affecting our industry and business, advancements in technology, changes in payment amounts and methods of payment, changes in relevant laws and regulatory requirements. We will provide you with an update to your registered email when such an amendment is required.

23.2. No variation to the terms of business shall be valid unless it is in writing and served by ourselves.

24. Entire Agreement

24.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

25. Third party rights and transfer of rights and obligations

25.1. You agree not to assign, transfer, charge or otherwise dispose of the contract, or any of your rights or obligations arising under it, without our prior written consent.

25.2. We may assign, transfer, sub-contract, charge or otherwise dispose of the contract, or any of our rights of obligations arising under it, at any time during the term of the agreement.