



Estate Agent Board Contract Services

Terms Of Agreement Between SignsDisplay.com Ltd (The Contractor) and the agent (The Customer)

CONTRACT CUSTOMERS AGREEMENT IN PRINCIPAL

INTRODUCTION:

Thank you for agreeing to use SignsDisplay.com Ltd as your chosen board contractor, our aim is to provide the agent with a cost-effective & reliable service on all board movements. In addition to our contract services we provide the customer with a one stop solution for any other sign & print requirements you may have and would be happy to quote / provide such services by the means of a separate quotation which in turn would have its very own terms & conditions separate to those outlined below which relate to board contract services on which you the customer agree to abide by in using our contract services. These conditions are active from the date upon which first order is placed with our firm.

SignsDisplay.com Ltd are an equal opportunities employer providing full training & support for all our staff members to ensure jobs are completed in line with our company expectations & standards. We welcome any customer feedback and/or comments and actively review our company procedures and individual cases where and when required, Investment & research is on going with regards to plant & machinery to ensure we are always well informed and be in a position to offer new & exiting products to our contract customers.

All price tariff arrangements should remain confidential between the parties concerned and be agreed from the start date contract commences between customer and contractor. Price tariff arrangements will be reviewed annually from the date contract begins and / or the arrangements agreed are separately reviewed due to change in stock or circumstances.

SignsDisplay.com will remain sole contractor for the duration, and hold / monitor stock levels at all times on the agents behalf. The customer agrees to the contractor 'vetting' the stock condition and destroying that stock felt to be sub-standard or un-useable. This will be done at the contractors cost. The customer agrees to put in place a 'retrieval policy' to ensure stock is called in when the duration period has expired and SignsDisplay.com Ltd reserve the right to collect without client approval and/or review contract price tariff for those customers who do not instruct boards for collection on a regular basis or in line with a sensible retrieval policy. The Contractor agrees to provide database / address information to the customer for checking at any time of request.

SignsDisplay.com Ltd reserve the right to void all claims against us for boards not attended after a three month time period, any other liabilities must be put in writing for us and/or our insurance firm to review before a cause of action is agreed amongst all parties concerned. The Contractor agrees to have full public liability insurance in place, The customer is advised to have vendors sign a 'disclaimer' before board is instructed for erection in case it is found to be a household insurance claim. Once board is placed it becomes the vendors responsibility to monitor & report any concerns they may have in the duration it is erected. The contractor agrees to attend a 'service' call free of charge whilst the board is in place and vendor / agent requests for us to attend.

It remains the responsibility of agent to seek vendor approval for the placement of the board before an order is raised with the contractor, once an order is placed it is agreed that SignsDisplay.com and/or its associate and employee's are given permission to enter the property grounds and place board as they feel most appropriate. Any particular fitting instructions should be brought to our attention at the time an order is placed. SignsDisplay.com Ltd do not grant permission for any employee to enter the vendors actual property at any time. And the customer should make alternative arrangements where and when a window / balcony board requires to be placed. The contractor agrees to deliver such items to the household and/or the agents office location.

SIGNSDISPLAY.COM LTD - TERMS & CONDITIONS FOR BOARD CONTRACT WORK

SECTION 1: WORDING DEFINATIONS

- 1:1 - The Contractor (SD) SignsDisplay.com Ltd
- 1:2 - The Customer (Agent) who requires services provided by SD
- 1:3 - Date of order: date instruction is given from agent to SD
- 1:4 - Completion Date - when instruction is completed by SD
- 1:5 - Conditions - agreed services between agent and contractor
- 1:6 - Contract - agreed conditions between agent & contractor
- 1:7 - Cost - agreed price for agent to pay SD for its services.
- 1:8 - Supply - supply of products customer requires for SD to supply
- 1:9 - Vendor - owner of property being marketed by agent

SECTION 2: CONDITIONS OF SERVICE

- 2:1 - Agent to agree to SD prices, as quoted (see separate)
- 2:2 - Agent agrees to obide by SD services provided
- 2:3 - SD agrees to provide services as agreed with agent
- 2:4 - Agent agrees to SD terms & conditions after first order placed

ANY ALTERNATIVE ARRANGEMENTS

- 2:5 - If customer wishes SD to obide to any other terms & conditions other than these listed they must put in writing to SD for us to agree and return signed copy within 48 hours of the first order being placed

SECTION 3: CONTRACT PAYMENT ARRANGEMENT

- 3:1 - SD to invoice customer at the end of each month and to provide list of work completed & charges itemised
- 3:2 - Customer to pay within 30 days (SD payment terms)
- 3:3 - SD reserve the rights to use a third party debt recovery service for all non-payments and charge interest on fee owed.
- 3:4 - SD reserve the right to put a stop on all future board requests when account becomes overdue
- 3:5 - SD reserve rights to remove all stock which has been erected when payment is not made for services we have provided
- 3:6 - All boards remain property of SD until purchased by separate arrangement. The monthly invoice covers service charge only.
- 3:7 - Credit arrangements to be agreed in writing between customer and SD before or if any is / can be given
- 3:8 - No monies shall to be paid from SD to customer at any time
- 3:9 - All prices quoted / stated are exclusive of vat

SECTION 4: PERFORMANCE

- 4:1 - It remains the customers responsibility to seek prior permission from vendor of property before instructing SD to attend
- 4:2 - Customer agrees to provide SD with accurate information as possible with regard to board position & property address
- 4:3 - SD agree to carry out work within agreed timeframe from point of order & over stages if required
- 4:4 - SD to maintain all stock erected, to ensure they remain clean straight & secure & agree to attend at no cost when asked to service a board.
- 4:5 - Customer to consider town & country planning act on the placement of agency boards prior to placing an order
- 4:6 - SD to provide information & guidance when ever asked
- 4:7 - SD to only carry out work(s) within health & safety guidelines
- 4:8 - SD to report any issues or problems with board requests with immdiate effect to customer when required to do so.

SECTION 5: WARRENTIES & LIABILITYS

- 5:1 - It remains the vendors responsibility to carry out regular checks on any boards erected and report to agent any deterioration.
- 5:2 - Every care will be taken by SD to avoid causing damage when ereting, removing or servicing a signboard. However should any damage occur then no liability will pass to SD. It is understood that all such risks are accepted by the property owners upon their agreement to accept a signboard on the property.
- 5:3 - All warranties remain an agreement between SD & agent and any issues that arise from the erection of an agency board must be put in writing by the way of a formal letter for SD to review
- 5:4 - Every care will be taken by SD when erecting the signboard as safely and securly as possible. But SD can not be held responsible for extreme weather conditions or interference from a third party. SD reserve the right to charge for re-visits and/or replacement boards
- 5:5 - No payment or repairs should be carried out without first recieving written consent from SD as this would invalidate any claim
- 5:6 - SD hold full liability insurance for all work we undertake subject to these conditions. Any claim against us must be proved beyond resonable doubt, SD or its employees was at fault.
- 5:7 - Under no circumstance will SD liability exceed the value of fee paid by the client for the value of the order.

SECTION 6: GENERAL

- 6:1 - SD are exempt from the agreed services provided out of standard working hours, weekends / bank holidays
- 6:2 - SD reserve the right to refuse a request if they or there employees deem it un-reasonable or un-safe.
- 6:3 - SD to monitor stock levels to ensure service is not compromised
- 6:4 - SD to store stock securely & clean between uses
- 6:5 - SD to keep information confidential at all times
- 6:6 - Agent to inform SD at the earliest opportunity any changes that may arise which effects the service provided.
- 6:7 - Any typographical clerical or other error / omission in any website sales literature, quotation, print or invoice that may be issued by SD shal be subject to correction without liability on the part of SD
- 6:8 - All written & spoken correspondance from SD (inclusive of these T&C's) is written without prejudice
- 6:9 - The instructions provided to us form a contract between you as the customer and us as the contractor and shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the English Courts

Estate Agent Boards are designed as temporary signage and this should be taken into account when placing an order. if a more permanant sign is required this should be stated when placing an order. SD reserve the right to charge a re-hire cost for all boards erected after a 12 month period.

SECTION 7: TERMINATION OF SERVICES

- 7:1 - The cost associated to board stocks erected on the street (inclusive of fittings) The cost of board stocks held for your business. This fee is chargeable dependent on the service we provide (Full Board Rental / Half Board Service+fittings / Half Board Service / Price per call) the cost associated with each differs and is explained in the next sections.
- 7:2 - Review period, formal invite to discuss issues surrounding termination. SD to review and discuss to reach satisfactory solution.
- 7:3 - Trial Opportunity, review new procedures / costs / issues each month for a three month period
- 7:4 - Un-satisfactory conclusion, if after this period of time the customer wishes still to terminate the services of the contractor a fee to purchase any stock provided (and owned) by SD. This must be paid in full before a third party may touch our stock erected, failure to do this may result in the reporting / prouction in a court of law for theft. And would in validate all insurances between customer & contractor.
- 7:5 - All payments owed must be up-to date at the point of termination
- 7:6 - SD reserve the right to terminate contract with customer under the same terms & conditions as above
- 7:7 - Account becomes suspended no more work can be carried out until (if) re-instated by customer at a future date
- 7:8 - Breach of any of these conditions would leave agent liable to pay SD the equivalent value of three months trading. Calculated over the time period work has been completed previously by SD for the client

SIGNSDISPLAY.COM LTD - TERMS & CONDITIONS FOR BOARD CONTRACT WORK

SECTION 8a: FULL BOARD RENTAL AGREEMENT

Under the Full board rental agreement SD are agreeable to produce / purchase all stocks at their cost with no supply fee to agent. SD to monitor and ensure suitable stock levels at all times. The agent agree to update SD of any activities that may increase average listings within a reasonable timeframe for SD to prepare stock levels. SD agree to dispose of any board stock unsuitable for re-use at their cost. SD agree to provide all post, ground support, & fixtures and fittings required to erect boards. Agent to provide specification / artwork and/or approve before SD produce/purchase stock. Agent to inform SD of any future possibility of change in design, board type or service type per office which would affect stock levels. Agent to pay for all stock owned by SD in the event of a board change-over. SD to provide over-slips to suit to agreed client specification. SD to charge upon the erection of board to include return visits to add overslips (sold or let) SD to include removal fee. Any additional bespoke plaques or slips would be chargeable at the agreed rate. Replacement boards chargeable at full new listing rate.

TERMINATION SETTLEMENT

Should agent wish to terminate our contract of service (see section 7) if after the cancellation period it reaches point 7:4 - Un-satisfactory conclusion the agent or new contractor is liable to pay £5 per every board top erected, £5 per every board top held in stock, £1 for each slip £4 for every post erected and £3.50 for each ground support. This would then transfer ownership of the materials from SD. The payment must be made before any third party touches the board owned by SD. An invoice will be raised by SD and a written / signed form of approval sent by return to the agent to confirm payment received and ownership transferred. The exact numbers / cost will be taken at the time from our records within our computerised database.

SECTION 8b: HALF BOARD + FITTINGS RENTAL AGREEMENT

Under the Half board +fittings rental agreement the agent must supply SD with a stock of boards (purchased separate or by a third party) The Agent must supply over-slips to suit (purchased separate or by third party). SD to monitor and ensure suitable stock levels at all times and report to agent in suitable timeframe new stocks can be ordered. The agent agree to update SD of any activities that may increase average listings within a reasonable timeframe for SD to prepare stock levels. SD agree to dispose of any board stock unsuitable for re-use at their cost and at their own discretion. SD agree to provide all post, ground support, & fixtures and fittings required to erect boards.

Agent to pay for all stock owned by SD in the event of a board change-over unless post & fittings can be re-used.

SD to charge upon the erection of board to include return visits to add overslips (sold or let) SD to include removal fee. Any

additional bespoke plaques or slips would be chargeable at the agreed rate. Replacement boards chargeable at full new listing rate.

TERMINATION SETTLEMENT

Should agent wish to terminate our contract of service (see section 7) if after the cancellation period it reaches point 7:4 - Un-satisfactory conclusion the agent or new contractor is liable to pay, £4 for every post erected and £3.50 for each ground support. This would then transfer ownership of the materials from SD. The payment must be made before any third party touches the fittings owned by SD. An invoice will be raised by SD and a written / signed form of approval sent by return to the agent to confirm payment received and ownership transferred.

The exact numbers / cost will be taken at the time from our records within our computerised database. Board tops remain property of the agent and to all held in stock should be handed back from SD to the agent.

SECTION 8c: HALF BOARD SERVICE AGREEMENT

Under the Half board service agreement the agent must supply SD with all stock of boards (purchased separate or by a third party)

The Agent must supply over-slips, posts, fittings * ground supports required to erect board (purchased separate or by third party). SD to monitor and ensure suitable stock levels at all times and report to agent in suitable timeframe new stocks can be ordered. The agent agree to update SD of any activities that may increase average listings within a reasonable timeframe for SD to prepare stock levels. SD agree to dispose of any board stock unsuitable for re-use at their cost and at their own discretion. Agent to pay SD for the service call in the event of a board change-over. SD to charge upon the erection of board to include return visits to add overslips (sold or let) SD to include removal fee. Any additional bespoke plaques or slips would be chargeable at the agreed rate. Replacement board calls chargeable at half new listing rate to cover service call.

TERMINATION SETTLEMENT

Should agent wish to terminate our contract of service (see section 7) if after the cancellation period it reaches point 7:4 - Un-satisfactory conclusion the agent or new contractor is liable to service all stock erected. SD are not liable to refund for service visits not attended on stock erected following the termination of our services. The agent / new contractor becomes liable for all associated costs of boards erected. SD are not in anyway liable or responsible for boards erected following the day of our termination. A one off fee of £225+vat per branch is chargeable on the day of notification to terminate our services to cover legal costs / admin. This fee must be settled in full before termination can take place. An invoice will be raised by SD and a written / signed form of approval sent by return to the agent to confirm payment received and termination is accepted. No lists / data of SD in relation to boards erected can be passed onto a third party without our written consent.

SECTION 8d: PRICE PER CALL AGREEMENT

Under the price per call tariff the agent is agreeable to the same terms & conditions as above (dependent on the tariff arrangement)

TERMINATION SETTLEMENT

Would be in the same conditions as those above (dependent on the tariff arrangement)

Any other terms & conditions that differ from our standard conditions of service must be approved in writing between SD & the agent within 48 hours of placing the first order. And a signed copy held on file by both parties.