



## Vista View Property Management Agency Ltd

### Terms & Conditions

#### 1. Introduction

These Terms and Conditions (“Terms”) govern the provision of services by Vista View Property Management Agency Ltd (“Vista View”, “we”, “us”, “our”) to clients (“you”, “your”). By submitting a booking request, confirming a service, or otherwise engaging with Vista View, you agree to be bound by these Terms. These Terms apply to the exclusion of any other terms you may seek to impose or incorporate, or which are implied by trade, custom, or practice.

#### 2. Services Provided

Vista View provides professional property support services including, but not limited to: property viewings (virtual and in-person, including out-of-hours); secure key collection and drop-off; and property photography for listings. We shall use reasonable care, skill, and diligence in performing our services, consistent with industry standards. Vista View reserves the right to refuse or withdraw services in circumstances where providing the service would be unlawful, unsafe, or otherwise unreasonable.

#### 3. Bookings and Confirmation

All service requests must be submitted through Vista View’s website or such alternative method as we may approve in writing. A booking will only be deemed confirmed once Vista View has issued written confirmation. The client is responsible for providing accurate and complete booking details, including access instructions and any special requirements. Vista View shall not be liable for delays or failures resulting from inaccurate or incomplete information.

#### 4. Pricing and Payment

All services are charged in accordance with Vista View’s published price list in effect at the date of booking. Prices are exclusive of VAT (if applicable) and any additional charges will be clearly communicated in advance. Invoices are issued at the point of booking confirmation and are payable immediately unless otherwise agreed in writing. Vista View reserves the right to suspend or refuse further services where invoices remain unpaid.

#### 5. Cancellations and Refunds

Clients may cancel a booking at any time prior to the scheduled service without incurring any charge. If Vista View cancels a booking, or if an appointed Vista View agent fails to attend a confirmed booking, the client will be entitled to a full refund of any amounts paid for that booking. Refunds will normally be processed within 7 working days of confirmation of entitlement. Vista View is not liable for any indirect costs, losses, or damages you may incur as a result of a cancelled or rescheduled service.

## **6. Client Obligations**

You agree to: provide accurate information necessary for us to deliver the services; ensure appropriate access to the property at the agreed time; and comply with all applicable laws and regulations in connection with the services. If access to a property is denied, delayed, or unsafe due to your failure to provide accurate instructions or a suitable environment, Vista View reserves the right to withdraw services and charge in full.

## **7. Liability**

Vista View shall perform the services with reasonable care and skill. Nothing in these Terms excludes or limits Vista View's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot legally be excluded. Subject to the foregoing, Vista View shall not be liable for any indirect, incidental, special, or consequential loss, including but not limited to loss of profit, goodwill, or business opportunity. Vista View's total liability arising under or in connection with the provision of services shall not exceed the total fees paid for the specific service giving rise to the claim.

## **8. Insurance**

Vista View maintains the following insurances for your protection: Public Liability Insurance, Professional Indemnity Insurance, and Employers' Liability Insurance. Copies of insurance certificates are available upon request.

## **9. Force Majeure**

Vista View shall not be liable for any failure or delay in performing its obligations where such failure or delay results from events, circumstances, or causes beyond its reasonable control. This includes, but is not limited to, adverse weather, traffic disruption, strikes, or government restrictions.

## **10. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising in connection with these Terms.