

# HOME ONFILM.COM

## Agent's Order Form

### Agent's details

Name:.....

.....

Address:.....

.....

.....Postcode:.....

Telephone numbers:

Tel.

No:.....

Mobile:.....

Email:.....

.....

Preferred form of contact:

Work  Mobile  Email  Post

If you do not have an account with us we will require your credit or debit card details in order that payment can be deducted from the card when due.

### Address of property being sold:

.....

.....Postcode.....

Intended sale price

£.....

Approximate age of property

.....

Number of bedrooms in the property: .....

### Is the property:

Detached  Semi-detached

Terraced  Flat

New build  Completed

### Is the property being sold with vacant possession?

Yes  No

### Tariff of Charges for Estate and Letting Agents

**Set up fee:** £299+VAT payable on order

**Film cost:** £150+VAT per film payable on order

**T.V. option:** £99 per month payable on order

### Please proceed

We authorise Homeonfilm to prepare a film accordance with the terms and conditions overleaf. We accept that upon providing this order form to Homeonfilm preparation of the film may commence immediately and We shall be responsible for its cost.

Signature .....

Name .....

For and on behalf of. ....

Date .....

**WWW.HOMEONFILM.COM**  
**FAX BACK TO – 0113 237 1948**  
**OR E-MAIL TO - david@homeonfilm.com**

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## Conditions of Use of the Home OnFilm Service

Please read these conditions carefully. By using the Home OnFilm website you signify your agreement to be bound by these conditions.

### 1. **The Agreement**

When you place an order we will send you an email confirming receipt of your order. This order represents an offer to us to supply our services to you which offer is accepted by us when we send an email confirmation to you.

### 2. **Your Property**

You confirm that you:

- are the lawful agent of the legal owner or have the right to market the property
- agree to the production of a Home OnFilm of the property
- have supplied true and accurate details of the property and accept that you and the seller are responsible for such truth and accuracy
- accept that (subject to clause 12 below) our services commence on receipt by us of your payment

While using our services you will not:

- post, list or upload content which may breach any laws or otherwise infringe the copyright, or other rights of third parties
- not fail to deliver payment for the service supplied
- post false, inaccurate, misleading defamatory or libellous content
- copy or modify content from Home on Film's site or copyright.

### 3. **Copyright**

All films produced and supplied by our services are the copyright of and remain the ownership of OnFilm.biz.Limited. When you give us content you grant us a non-exclusive worldwide perpetual irrevocable royalty free sublicensable right to exercise the copyright database rights and intellectual property rights you have in the content in any media known now or in the future.

### 4. **Assignment**

The film is not transferable to any third party and may not without our prior written consent be used for advertising any property other than the property which is the subject of the film. In our sole discretion we may assign this Agreement without your consent provided that we assign it on the same terms or terms are no less advantageous to a material extent to you.

### 5. **Privacy**

Any personal information supplied to us is controlled by OnFilm.biz.Limited. We receive and store any information you enter on our website or give us in any other way. We are however not in the business of selling it to others. We hold the information on a secure database and only those details you wish to publish are made available to our site visitors.

### 6. **Liability for Accuracy and Continuity of Service**

The property details you supply must comply with the Property Misdescriptions Act 1991. They must not be false or misleading. Although we may review the details you supply we are not legally or contractually obliged to do so. We are not involved in the actual transaction between agents or buyers and sellers. We have no control over and do not guarantee the quality accuracy or legality of property descriptions supplied, the truth or accuracy of feedback or other postings made by our users on our site. We cannot be held liable for the ability of sellers to sell properties, the ability of buyers to pay for properties or that parties will proceed to exchange contracts for any particular property. All any negotiations remain subject to contract and all the requirements of a binding contract for sale of the Law of Property (Miscellaneous Provisions) Act 1989 apply.

We cannot guarantee continuous or secure access to our services and operation of our site may be interfered with by numerous factors beyond our control. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will endeavour to limit such interruptions. Regardless of the previous paragraphs, if we are found to be liable our liability to you or any third party, is limited to the greater of the total fee paid by you to us or £200.

### 7. **Using Our Services**

Without limiting other remedies we may issue you with warnings, limit, suspend or terminate our services and user accounts, restrict or prohibit access to the site, delay or remove hosted content and take technical and legal steps to keep you off our site if:

- we think you are creating problems or exposing us or any other Home OnFilm user to financial loss or legal liabilities
- we think that you are acting inconsistently with the letter or spirit of this Agreement or our policies
- despite our reasonable endeavours we are unable to verify or authenticate any information you supply to us

You agree that you will not:

- copy, reproduce, modify, create derivative works from distribute or publicly display any content from our site without our express prior written consent.

We also reserve the right to cancel accounts that have been inactive for a long time.

You agree not to hold OnFilm.biz.Limited responsible for any loss you may incur as a result of Homefilm taking any of the actions described above.

### 8. **No Spam**

We do not tolerate spam (unsolicited commercial communications). You may not use our communication tools to send spam or otherwise scan and manually filter email messages before they are sent via our communication tools.

### 9. **No Agency**

No agency, partnership or joint venture relationship is intended or created by this Agreement.

### 10. **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

### 11. **Wheelchair Access Criteria**

For a property means that ALL of the following criteria must apply:

- off-street parking or unrestricted on-street parking
- no steps on approach to the property
- level or ramped access to the property
- entrance-level WC
- level access to main living floor rooms

### 12. **Distance Selling Regulations**

Our online payment facility is designed to activate your advertisement automatically by making payment for our services. You signify agreement to the services commencing immediately. Unless we agree otherwise, you will not be able to cancel this Agreement under the Consumer Protection (Distance Selling) Regulations 2000 once the supply of the services has commenced.

**OnFilm.biz.Limited**

**Crn. 6706772**

**r/o The Counting House Tower Buildings Wade  
House Road Shelf West Yorkshire HS3 7PB**