



## 1. About us

### 1.1. Company details.

Viewber Limited (company number 10069752) (**Viewber, we and us**) is a company registered in England. Our registered office is Ham Hill, Sydmonton, Newbury, Berkshire, RG20 9AB. Our VAT number is 254105338. We operate the website [www.Viewber.co.uk](http://www.Viewber.co.uk) (**Website**).

### 1.2. Contacting us.

To contact us, please email us at [hello@viewber.co.uk](mailto:hello@viewber.co.uk)

### 1.3. Working Hours.

When the term Working Hours is used in these Terms we mean the Operations Team's Working Hours which are Monday – Sunday 09.00 to 17.59 (excluding Christmas Day).

### 1.4. Insurance.

We maintain professional indemnity insurance and public and product liability insurance to a limit of £5,000,000.

## 2. Our contract with you (the Client)

### 2.1. Our contract.

These terms and conditions (**Terms**), as well as our **Booking Essentials**, **Key Holding Terms and Conditions**, **Website Terms of Use**, **Privacy Policy** and **Cookie Policy** apply to your Booking and the supply of Services by us to you (**Contract**).

### 2.2. The Client.

You are considered to be the original 'instructing principal' regardless of whether a Booking is made on behalf of another party such as a vendor or landlord. You will remain responsible and liable for the performance of all Client obligations under these Terms.

### 2.3. Entire agreement.

The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. Your Statutory Rights are not affected by these Terms. Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become part of the Terms.

### 3. Placing a Booking Request and its acceptance

#### 3.1. Placing your Booking Request.

You may only submit a Booking Request through the Dashboard on [www.Viewber.co.uk](http://www.Viewber.co.uk). Each Booking Request is an offer by you to buy the services specified in the Booking Request (**Services**) subject to these Terms.

#### 3.2. Acknowledging receipt of your Booking Request.

After you place your Booking Request, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Booking Request has been confirmed. Our acceptance of your Booking Request will take place as described in clause 3.3.

#### 3.3. Confirming your order.

Our confirmation of your Booking Request takes place when we send an email to you to confirm it (**Booking Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

#### 3.4. If we cannot accept your Booking Request.

If we are unable to supply you with the Services for any reason, we will inform you of this. If you have already paid for the Services, we will refund you the full amount.

### 4 Amending a Booking Request

4.1. Once a Booking Request has been confirmed with a set date and time, you may be unable to change the type of appointment or add additional services unless your Dashboard permits this.

4.2. If a Booking Request is made with a Deadline Date (instead of a set time/date), you will have one hour from the time of making the Booking Request to amend or cancel this Booking through your Dashboard. Any refund for a cancellation after this initial 1 hour will only be considered if we have not already encountered costs in regard to attending or preparing for the appointment.

#### 4.3. Amending Bookings on Pre-Pay Accounts

If an appointment booking is submitted on a Pre-Pay Account some amendments to specific appointments can be made. For these changes to apply, a further payment will be required and the original amount paid will automatically be refunded to you. Some change requests may require the appointment to be cancelled and a further appointment booked. The system should provide clear instructions when attempting to amend any pre-paid appointment.

### 5. Cancelling your order and obtaining a refund

5.1. Cancellations may be made via your Dashboard on our Website. Cancellations may not be made directly with individual Members, or via phone or email to our Support Teams.

5.2. Unless otherwise agreed in writing, we will refund you for the price you paid for the Services, by the method you used for payment except as follows:

- (a) Services which are less than 2 hours in duration will be charged in full if they are cancelled with less than 2 Working Hours notice;
- (b) Services of 2 hours or more in duration will be charged in full if they are cancelled with less than 6 Working Hours notice; and

## 6. Our services

### 6.1. Description of our Services.

Subject to our right to amend the Services (see clause 6.2) we will supply the Services to you in accordance with the description of the Services appearing on our Website at the date of your Booking.

### 6.2. Changes to Services.

We reserve the right to modify change or discontinue the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services and will notify you if this is necessary.

### 6.3. Reasonable care and skill.

We warrant to you that the Services will be provided using reasonable care and skill.

## 7. Your obligations

### 7.1. It is your responsibility to ensure that:

- (a) you comply with our **Appointment Terms** which form part of the Contract
- (b) the terms such as dates and addresses set out in your Booking Request are complete and accurate;
- (c) you cooperate with us in all matters relating to the Services;
- (d) the property is safe to be visited and that you warn the Member of any potential hazards located in and around the property on your Booking Request;
- (e) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) if you are an estate agent or professional advisor that you have carried satisfactory Anti Money Laundering checks as required by law and by industry guidelines, before requesting a Booking;
- (h) you comply with all applicable laws, including health and safety laws;
- (i) you treat Members and employees with respect and dignity;
- (j) you are responsible for ensuring that the member has access to all areas of the property (where required). In the event that access is restricted in part or full due to safety concerns, existing occupiers/tenants denying access, or failure to provide the specified access route as outlined in the appointment booking, the client will remain liable for the full cost of the appointment.

### 7.2. If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 17 (Termination);

- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 8. Services in UK only

- 8.1. Unfortunately, we are unable to perform the Services at addresses outside the UK.

## 9. Charges

- 9.1. In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 9.
- 9.2. The Charges are the prices quoted on your Dashboard on our Website at the time you submit your Booking Request.
- 9.3. If you wish to change the scope of the Services after we accept your Booking, and we agree to such change, we will modify the Charges accordingly.
- 9.4. We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 9.7 for what happens if we discover an error in the price of the Services you ordered.
- 9.5. Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 9.6. Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 9.7. It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount. If the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your Booking. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## 10 How to pay

- 10.1. For Pre-paid accounts Payment for the Services is in advance. We will take your payment upon acceptance of your order.
- 10.2. For Clients who are invoiced we ask you to adhere to the terms agreed. You can pay for the Services using a bank transfer, a debit card or credit card.
- 10.3. We will send you an electronic invoice, normally within seven days of the beginning of the month.
- 10.4. If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 17 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## 11. Complaints

If you have any query or complaint regarding the service provided, you must notify us in writing at [operations@viewber.co.uk](mailto:operations@viewber.co.uk) within seven days of the appointment date. Complaints received outside of this timeframe may not be considered.

For the avoidance of doubt complaints will only be investigated related to Booking Requests submitted through your dashboard.

## 12. Intellectual property rights

12.1. All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

## 13. How we may use your personal information

13.1. For the purposes of this section, the following terms shall have the following meanings:

13.2. We respect your right to privacy and comply with the UK GDPR For more information on this please see our Privacy and Cookies Policies. We agree that any data processing agreement entered into between us prevails over our Privacy and Cookies Policies.

13.3. Client's use of personal data of Members ("MPD").

You agree to use MPD as a processor in order to enable us to provide Services. Accordingly, you shall: only use MPD on our instructions (which shall include all uses necessary for the receipt of Services from us), ensure that the MPD is kept secure in accordance with the information security standards set out in the UK GDPR, notify us without undue delay in the event of a personal data breach affecting the MPD, ensure that all persons with access to the MPD keep the MPD confidential, assist us, if relevant, in any circumstances where this is mandatory in accordance with Article 28 of the UK GDPR, and delete the MPD immediately upon the completion of the viewing to which the MPD is relevant. You shall ensure that any client or employee or contractor of yours deletes or does not retain any MPD following completion of a relevant viewing.

## 14 Japanese Knotweed

The Services exclude an inspection for the identification of Japanese Knotweed and we do not accept liability for a property transaction proceeding, or failing to proceed, where Japanese Knotweed is assumed, or confirmed, to be present within the vicinity of a property visited by a Member to conduct any Service.

As a seller, estate agent or professional advisor you may have a legal duty to disclose the presence of Japanese Knotweed to purchaser and cannot utilise any Services, even if requested verbally or in writing to a Member/Viewber Limited, to complete this on your behalf.

As a purchaser, you must not rely on any Services provided by Viewber Limited to confirm the presence, or absence of Japanese Knotweed and must carry out your own enquiries with the seller and estate agent involved with the transaction. A request, whether made verbally or in writing, to a Member/Viewber Limited for such identification to be carried out does not incur any liability to the Member/Viewber Ltd for the correct identification or confirmation of the presence, or lack of presence, of Japanese Knotweed.

## 15 Limitation of liability:

15.1. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation;

15.2. Subject to clause 15.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

This does not affect your statutory rights as a consumer.

15.3. Nothing in these Terms limits or affects the exclusions and limitations set out in our [Terms of Use](#)

15.4. This clause 15 will survive termination of the Contract.

## 16 Confidentiality

16.1. We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 16.2.

16.2. We each may disclose the other's confidential information:

- (a) to such of our respective employees, Members, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, Members, officers, representatives, subcontractors or advisers comply with this clause 16; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

16.3. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 17. Termination, consequences of termination and survival

### 17.1. Termination.

Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- a. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- b. you fail to pay any amount due under the Contract on the due date for payment;
- c. you become insolvent, bankrupt or take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- e. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or
- f. your actions are deemed to be discriminatory towards our Members and/or our employed staff

### 17.2. Consequences of termination.

Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

### 17.3. Survival.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 18 Events outside our control

18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

18.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- a. we will contact you as soon as reasonably possible to notify you; and
- b. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

18.3. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 7 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.



## 19. Members

**19.1.** Members are self-employed individuals who have successfully passed our application process and who carry out the Services on our behalf.

**19.2. Non-solicitation of Members and employees.**

You must not attempt to employ or procure services that are competitive with the Services from any of our Members, employees or consultants, whether as an employee or on a freelance basis, at any time during the period that we are providing the Services to you or for a further period of six months after (other than by means of an advertising campaign open to all comers and not specifically targeted at Members or employees). We reserve the right to charge you £500 towards the costs we have incurred in finding and completing checks on Viewber Members or employees in the event that you breach this clause 19.3.

**19.3. Confidentiality of Member's personal information.**

In the course of utilising our services, you will have access to the assigned Member's name, telephone number and photograph for each Booking Request. The Members have agreed to this information being passed to you and to related third parties in association with the booking including the property owner and viewers. You agree to hold such information confidential and in compliance with all applicable GDPR legislation.

## 20 General

**20.1. Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**20.2. Variation.**

Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**20.3. Waiver.**

If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**20.4 Severance.**

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**20.5 Third party rights.**

The Contract is between you and us. No other person has any rights to enforce any of its terms.

**20.6 Governing law and jurisdiction.**

The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.