

Terms and conditions

The completion of ordering online at www.houseplandirect.com and making payment for any service will result in a binding agreement with House Plan Direct. It is extremely important that you read and understand the terms & conditions before making an order. If you have any queries you should contact House Plan Direct.

General

These are the Terms and Conditions of the agreement which you are deemed to accept when ordering a floor plan. This Agreement is made between the person, firm, company or other party ordering the floor plan referred to as the "client" "customer" "you" or "your" and House Plan Direct of PO Box 686, Exeter, EX1 9PD. referred to as "House Plan Direct" "we" "us" or "our". The date of this Agreement is will be the date of the order of the floor plan.

1.0 Definitions and Interpretations

1.1 The following words will have the meaning ascribed to them:

When a person or business is making payment to us, they are the "client" "customer" under the terms of this Agreement.

- "FP" is the Floor Plan you are ordering from us through our website facility.
- "Property" means the Property for which the Floor plan service is being provided
- "Booking form" means our on line booking form that must be completed before ordering a FP through our website facility.
- "Order" means your request for us to provide you with a FP service for a Property by completing the booking form through our website facility and making payment
- "Professional Services" means our compiling, collating and delivery of the FP service.
- "Sketch" means hand drawn image to be converted.
- "CAD" means computer aided design.
- "Required Information" means all the necessary information we require from you to complete the Professional Services for the Property.

1.2 Headings used in this agreement are for convenience only and do not affect their interpretation.

2.0 Your Obligations

2.1 To provide us with a hand drawn sketch or electronic file of the floor plan you wish to be converted to a new and professional CAD FP.

2.2 To ensure all elements are included on the plan that you wish to appear on the finished product.

2.3 To make sure that the sketch or file is legible, clear and drawn following the guidance provided.

2.4 All measurement are the responsibly of the customer and House Plan Direct will not accept any responsibility for inaccurate measurements.

2.5 Whenever an owner, construction manager or other party provides us with floor plans, elevations and sections in any format, we assume that you have the right to construct copy and/or modify those plans before using them.

3.0 Our Obligations

3.1 We reserve the right to reject a booking and if not rejected we reserve the right to refuse to provide the professional Services at any time without giving any reason in which circumstances a full refund of any payment would be made. Each booking if not rejected by us will constitute a separate and severable agreement.

3.2 We will use our reasonable endeavours to ensure that the information contained within any FP is accurate and impartial at the date of its publication. It is your responsibility to accept, however, that information on which any FP is based may be subject to change from the date of its publication. House Plan Direct cannot be held liable for failing to include or omit any information in the FP, which becomes available after the date of publication.

3.3 Any indication that we may give as to the time in which we will deliver the report will be a good faith estimate only. We will use all reasonable endeavours to deliver the report within the time-scale that we have estimated.

3.4 We will begin compiling the FP for the property for you in accordance with your booking immediately upon your placement of the order and payment.

3.5 A FP service for a registered freehold Property will usually be produced within 10 Working Days although this is not guaranteed and other types of properties particularly leasehold and larger commercial properties may take longer to produce.

4 Introduction and Terms on which the FP is prepared

The Professional Services and FP produced will be conducted by an experienced CAD technician. You and the CAD technician cannot amend these terms. Any other services House Plan Direct may provide are not covered by these terms and so must be covered by a separate contract. If you have any complaint about the FP, you can complain by following the Complaints Procedure, which is explained in more detail at the end of this document and separately on our website

What the FP tells you: The FP offers a view of a layout of a property showing a view from above, of the relationship between rooms, spaces and other physical features at one level of a structure. Typically measured at 4 ft or 1.2 m. dimensions are usually drawn between the walls to specify room sizes and wall lengths. Floor plans may also include details of any fixed objects like sinks, water heaters, furnaces, etc. Floor plans may include notes for construction to specify finishes, construction methods, or symbols for electrical items.

5.0 Specific Arrangements

The client's FP to be converted is to be paid for and uploaded or emailed to House Plan Direct. House Plan Direct will convert the sketch or file to a new electronic file and will send a copy to the client in Jpeg, PDF and the DWG format.

5.1 Additional services

All prices for floor plans are to be used for the visual representation of a single private property. Copyright of all images remain the property of House Plan Direct. For any other use please contact House Plan Direct to discuss usage rights and licence fees.

5.2 Copyright, licensing and usage info: House Plan Direct reserves the right to use all images for other uses including, but not restricted to, self promotion, commercial and marketing purposes

6.0 Pricing & Payment

6.1 Prices are produced as a quote in reply to a completed website booking form and will vary according to size and type of building and FP.

6.2 Full payment is required in advance using online card processing facilities.

6.3 To keep the cost of our service to the minimum we do not issue paper copies of FP's. Neither do we issue them on CD-ROM or other physical medium. You are paying for the electronic version only.

7.0 Withdrawal or Cancellation

In order to provide a FP within the timescales, our process for compiling it is automatically started upon and the consequential costs incurred immediately it is ordered and paid for.

8.0 The Rights of House Plan Direct to Withdraw or Cancel

House Plan Direct reserves the right to withdraw from the commission if the cause of withdrawal was something the client was able to prevent. For example.

- If the sketch provided is illegible.
- If the image sent is unclear.
- If the sketch includes obscene language or drawings.

8.1 The Rights of the Client to Withdraw or Cancel

The Client has the right to withdraw or cancel the Contract at any point prior to the FP being created. Formal notification of withdrawal or cancellation must be received with 48 hours of the order date. Please note that a cancellation fee for the time and work already undertaken will be charged. Where a refund is due, the cancellation fee will be deducted.

9.0 Privacy

9.1 Information We Collect

- In running and maintaining our website we may collect and process the following data about you:
- Information about your use of our site including details of your visits such as pages viewed and the resources that you access. Such information includes traffic data, location data and other communication data.
- Information provided voluntarily by you. For example, when you register for information or make a purchase.
- Information that you provide when you communicate with us by any means.

9.2 Use of Cookies

Cookies provide information regarding the computer used by a visitor. We may use cookies where appropriate to gather information about your computer in order to assist us in improving our website. We may gather information about your general internet use by using the cookie. Where used, these cookies are downloaded to your computer and stored on the computer's hard drive. Such information will not identify you personally. It is statistical data. This statistical data does not identify any personal details whatsoever. You can adjust the settings on your computer to decline any cookies if you wish. This can easily be done by activating the reject cookies setting on your computer.

Our advertisers may also use cookies, over which we have no control. Such cookies (if used) would be downloaded once you click on advertisements on our website.

9.3 Use of Your Information

We use the information that we collect from you to provide our services to you. In addition to this we may use the information for one or more of the following purposes:

- To provide information to you that you request from us relating to our products or services.
- To provide information to you relating to other products that may be of interest to you. Such additional information will only be provided where you have consented to receive such information.
- To inform you of any changes to our website, services or goods and products.

If you have previously purchased goods or services from us we may provide to you details of similar goods or services, or other goods and services, that you may be interested in. Where your consent has been provided in advance we may allow selected third parties to use your data to enable them to provide you with information regarding unrelated goods and services which we believe may interest you. Where such consent has been provided it can be withdrawn by you at any time.

9.4 Storing Your Personal Data

In operating our website it may become necessary to transfer data that we collect from you to locations outside of the European Union for processing and storing. By providing your personal data to us, you agree to this transfer, storing or processing. We do our utmost to ensure that all reasonable steps are taken to make sure that your data is treated and stored securely. Unfortunately the sending of information via the internet is not totally secure and on occasion such information can be intercepted. We cannot guarantee the security of data that you choose to send us electronically. Sending such information is entirely at your own risk.

9.5 Disclosing Your Information

We will not disclose your personal information to any other party other than in accordance with this Privacy Policy and in the circumstances detailed below:

- In the event that we sell any or all of our business to the buyer.
- Where we are legally required by law to disclose your personal information.
- To further fraud protection and reduce the risk of fraud.

9.6 Third Party Links

On occasion we include links to third parties on this website. Where we provide a link it does not mean that we endorse or approve that site's policy towards visitor privacy. You should review their privacy policy before sending them any personal data.

9.7 Access to Information

In accordance with the Data Protection Act 1998 you have the right to access any information that we hold relating to you. Please note that we reserve the right to charge a fee of £10 to cover costs incurred by us in providing you with the information.

10.0 Customer Service

If you have a problem you may find the quickest way to get the answers you need online – check out our 'FAQs' section.

11.0 Complaints Procedure

We take every customer complaint very seriously, and will do all we can to resolve them quickly and fairly. Our policy is as follows:

11.1 Your complaint must be submitted in writing by email to complaints@houseplandirect.co.uk

11.2 Your complaint should include:

- A summary of the issue(s), including any evidence supporting your case;
- Whether you have previously sought to resolve your complaint informally and, if so, with whom and what the outcome was;
- What you would like House Plan Direct to do about the issue(s) raised; and
- Your contact details.

11.3 Upon receipt of a customer complaint we will immediately acknowledge it.

11.4 We will maintain full and accurate records of the customer complaint, including any correspondence between us, transcripts of telephone calls etc.

11.5 We will communicate with you in writing to resolve the problem. This initial attempt to resolve the matter will be carried out within 10 days of receiving the complaint.

11.6 We will put all offers to resolve the matter in writing.

11.7 If you are not satisfied with the outcome the complaint and all corresponding evidence will be forwarded to the MD to review and respond to.

11.8 The MD will only review complaints that have followed the procedure described above. The decision of the MD will be final.

Contact details

Tel +441392 435052

Email complaints@houseplandirect.com

Address: House Plan Direct, PO Box 686, Exeter, Devon, EX1 9PD, United Kingdom



HOUSE PLAN
DIRECT