

# BPM Media Group – Terms & Conditions

Terms and Conditions for provision of BPM Media Group photographs, virtual tours, floorplans and brochures can be found here.

To discuss these terms and conditions of services please contact the Operations Manager **Ariana Pampoulides**

([ariana.pampoulides@bpmmediagroup.com](mailto:ariana.pampoulides@bpmmediagroup.com)) or the Head of Group Operations

**Danny Barnes** ([danny.barnes@bpmmediagroup.com](mailto:danny.barnes@bpmmediagroup.com)) for further

details. For standard pricing details, please download our current rate card from [www.bpmmediagroup.com](http://www.bpmmediagroup.com).

## 1. Introduction

This is a legal agreement between BPM Media Group Ltd and You ('You' or 'Your'). These terms and conditions of business shall apply to all commissions undertaken by BPM Media Group Ltd, unless otherwise specifically agreed in writing. By using an online order form or by ordering via telephone, fax, post or email you agree to be bound by these Terms and Conditions. All orders and requests for commissions or any additional services will be subject to BPM Media Group Ltd's acceptance which will be notified to you when BPM Media Group Ltd confirms Your order which will be governed by these Terms and Conditions. BPM Media Group Ltd reserves the right to amend this agreement from time to time and new versions of this agreement will be posted on the BPM Media Group Ltd web site ([www.bpmmediagroup.com](http://www.bpmmediagroup.com)).

## 2. Commissions / Instructions

BPM Media Group Ltd provides various services from time to time, which may include without limitation, photography or filming premises, processing digital images, creating virtual tours or other moving digital media, draughting floorplans, lease-plans, site-plans, design and hosting of web pages and design of and printing of particulars or brochures. BPM Media Group Ltd reserves the right to reject any commission.

## 3. Placing orders

BPM Media Group Ltd provide an online order form at [www.bpmmediagroup.com](http://www.bpmmediagroup.com) which is available 24 hours a day, 7 days a week (subject to occasional down time for essential maintenance) which is free of charge to use. Orders placed via any other means (including email, telephone or fax) will be subject to a processing charge at prevailing rate card prices, unless it is specified that our online order form is unavailable for any reason. BPM Media Group Ltd Bespoke photography or brochure orders can be discussed and placed over the telephone at no extra charge

## 4. Economy Service

The BPM Media Group Economy service is an online service only and all communication between you and BPM Media Group must be made via email. If you contact us in respect of an error made on an Economy order by telephone and we determine that no error has been made, BPM Media Group will apply a 'contact charge' as per prevailing rate card prices to your order.

## **5. Appointment Attendance Times**

It is BPM Media Group Ltd's aim but not our guarantee that, wherever possible, all BPM Media Group Premium orders placed online and received by us before 3 p.m. will be attended to the next working day, subject to access being available or the access contact being available. Online orders received after 3 p.m. will be attended next working day if possible but are more likely to be 2 working days. BPM Media Group Economy orders will only be attended to at our discretion after all BPM Media Group Premium Orders have been processed.

## **6. Turnaround Time Guarantee (Premium Service only)**

All images and floor plans (under 2,500 sq ft) are guaranteed to be returned to the email address used in placing the order by 6:00 pm the next working day, provided the property attendance appointment time is no later than 4 p.m. In the case of floor plans larger than 2,500 sq ft, we will still endeavour to meet the delivery deadline but may sometimes need longer to make certain plans are correct before returning them to you. If we fail to deliver resources by 6:00 pm then the portion of the order which is late will be free of charge. You must notify us in writing by email or through our image notification system before the end of the next working day and we will amend your invoice accordingly.

## **7. Approval Time Allowance (Premium Service only)**

BPM Media Group Ltd will make all endeavours to acquire Your photographic preferences in advance of performing any work. However, if we have not received specific preferences from You in respect of photography, our photography will be deemed to be acceptable by You unless You inform us through our image approval system within 2 working days of receiving the images of the precise reason You believe the images to be unacceptable. If we agree, then the photographs will be re-shot free of charge, or appropriate credit will be given against Your next job. If we do not feel the photographs are unacceptable but the rejection is borne out of personal preferences we were not made aware of, then any required re-shooting of the property will be charged at prevailing rates. Floor plans are guaranteed to be right first time (in respect of physical features) when submitted for approval. If we are found to have made an error, the charge for the first 1,000 sq ft of the floor plan will be refunded or credited, or a voucher will be issued at our discretion. You must notify us at the time of placing an order if there are areas which are not clearly defined or not obvious that they are demised to the property. In order to take advantage of the guarantees outlined above, we must be notified of any rejection/error within 2 working days of submission to You in writing by email or through our image approval system. Any images not accepted OR rejected within these 2 working days will be deemed to have been accepted and will be charged for according to what was originally ordered at the agreed prices, even if we have not received Your approval through our system, even if mistakes are subsequently discovered.

## **8. BPM Media Group Fees**

BPM Media Group Ltd fees are subject to change from time to time. BPM Media Group Ltd fees are payable within 14 days on supply of an invoice on completion of the commission. BPM Media Group Ltd reserves the right to charge interest at 4% above Barclays Bank base rate from time to time for any amounts outstanding beyond 30 days. All invoices are subject to VAT where applicable. If, despite reminders you have still not paid any amount outstanding after 60 days

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from the date of invoice, then BPM Media Group Ltd reserves the right to add a charge of £500 to the outstanding amount to cover debt collection administration.

## **9. Photographs, Virtual Tours and other Digital Media**

BPM Media Group will use reasonable skill and care in shooting photographs, video footage or preparing virtual tours in fulfilment of a commission. It is Your responsibility to check photographs and virtual tours supplied to ensure that they are correct in all requirements. Your attention is drawn to clause 12, 'Your Obligations' below which covers the limitation of BPM Media Group Ltd's liability. As part of placing an order You may choose photographs to be taken at the photographers discretion, please note if you select this option You will not be eligible for a free re-shoot (available on Premium orders only), if specific shots are required they must be indicated on the order form. BPM Media Group Ltd draws Your attention to the Property Misdescriptions Act 1991 ('PMA'). BPM Media Group Ltd may process images (at Your request) to enhance an image but this will only be performed with accordance of the PMA, unless you instruct us otherwise in writing.

## **10. Floor Plans**

BPM Media Group Ltd will use reasonable skill and care in sketching and draughting floor plans. All floor plans supplied by BPM Media Group Ltd are intended for indicative purposes only, they are not intended to be scale drawings and measurements and areas quoted are approximate, whether or not a suitable disclaimer appears on the drawing. BPM Media Group Ltd draws Your attention to the requirements of the Property Misdescriptions Act 1991 ('PMA'). It is Your responsibility to ensure that a floor plan is an accurate representation of the property. BPM Media Group Ltd accepts no liability whatsoever for any error or omission or inadvertent mis-statement in a floor plan. Please note that garden/outside space measurements are only ever approximate and if this consideration is of primary concern you should consider engaging a suitable RICS qualified Surveyor, although BPM Media Group Ltd will always endeavour to measure with all possible accuracy. BPM Media Group Ltd will amend floor plans within the PMA as requested by You although BPM Media Group Ltd cannot accept liability for these parts not drawn and although this may not be stated on a floor plan it is inferred as per these terms. BPM Media Group Ltd may also draw floor plans from architect's plans or other third party information not produced by BPM Media Group Ltd and in these instances BPM Media Group Ltd does not accept any liability in respect of accuracy.

## **11. Web Hosting**

Where BPM Media Group Ltd agrees as part of a commission to host files one or more of BPM Media Group Ltd's web servers, then in the absence of a specific agreement to the contrary, such hosting will be provided for a period of 1 year only. At the expiry of this 1 year period, or such other period as shall have been agreed, BPM Media Group Ltd will have the right, without notice, to remove the files from its web server. BPM Media Group Ltd may offer to extend the web hosting for a fee to be agreed between the parties.

## **12. Brochures and Printing**

BPM Media Group Ltd will use reasonable care and skill in producing brochures or particulars. BPM Media Group Ltd will supply brochure proofs by email in PDF

format when requested by a client. In approving a proof for print you take full responsibility for the content of the brochure proof and will be deemed by BPM Media Group Ltd to have checked the final version in detail including the photographs, the text and the floor plan (where applicable). When a proof is approved by you, BPM Media Group Ltd will produce a printed brochure that reflects the PDF proof to within accepted commercial tolerances on colour reproduction. Proofs viewed on incorrectly calibrated computer screens and printed on office printers may not reflect the true colours of a brochure and BPM Media Group Ltd takes no responsibility for differences that may arise as a result. Please also note that a proof viewed on screen will generally be slightly brighter than the printed version. In the event that on delivery to you the brochures are unsatisfactory due to damage in transit or for any other reason you must retain all copies affected for collection by BPM Media Group Ltd to allow the problem to be assessed, otherwise BPM Media Group Ltd cannot take responsibility for rectifying such errors.

### **13. Your Obligations**

You are liable for 90% of the full cost of a commission if BPM Media Group Ltd's employees or agents are unable to gain access to the premises for an agreed appointment (Please see 21. Cancellation Policy below). If another appointment is made to shoot the premises, this will be at an additional cost to be agreed between the parties (\* see below). You will be responsible for ensuring that the premises to be filmed, photographed or drawn for a floor plan are in a suitably presentable state and BPM Media Group Ltd reserves the right to not photograph a property which is unsuitable due to state of repair or cleanliness. You will be responsible for ensuring that the display and distribution of photographs, virtual tours, floor plans and printed particulars, via internet, post, hand delivery, fax or email complies with all relevant legislation including without limitation, the Property Misdescriptions Act 1991. You warrant that you have the authority to commission the photography, production of a virtual tour, floor plan and printed particulars of the premises in question, including allowing BPM Media Group Ltd's employees or agents access to the premises.

### **14. Warranties & Liabilities**

BPM Media Group Ltd warrants that it will use reasonable skill and care to provide the commission. BPM Media Group Ltd warrants that it will not materially adjust or manipulate any images filmed, unless requested to do so by You. All other warranties express or implied are hereby excluded to the fullest extent permitted by law. Any liability BPM Media Group may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. BPM Media Group Ltd shall not be liable to you or to any third party for any loss of profits, loss of sales, loss of turnover or loss of use or corruption of data or software or for any indirect, consequential or special loss. This does not exclude BPM Media Group Ltd's liability in respect of fraud or in respect of death or personal injury caused by BPM Media Group Ltd's negligence. BPM Media Group Ltd does not guarantee that any of its video footage or virtual tour files shall be playable on any particular computer system. BPM Media Group Ltd shall not be responsible for any delay or failure to carry out BPM Media Group Ltd's commissions under this agreement for reasons beyond BPM Media Group Ltd's reasonable control including but not limited to the acts or omissions of a third party or Your failure to perform Your obligations. If BPM Media Group Ltd's employees or agents fails to arrive within 60 minutes of an agreed appointment you may elect for a new appointment at a mutually agreed time or request a full refund of any monies paid in respect of the commission. In the event of a dispute

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about the quality of pictures taken, BPM Media Group may in its sole discretion, elect to re-shoot the images or offer a full refund of any monies paid. Please note that BPM Media Group Ltd are not responsible for breakage of locks/keys when they are previously faulty and it is Your responsibility to notify BPM Media Group Ltd of any issues in this respect before an appointment is attended. You will also be liable for and damage to BPM Media Group Ltd equipment caused by vendors/tenants during an appointment. This section shall survive the termination of this agreement for any reason.

## **15. Termination**

BPM Media Group Ltd reserves the right to terminate this agreement without notice for any reason including non-payment of fees. BPM Media Group Ltd's fees shall be payable immediately on termination or expiry howsoever caused of this agreement.

## **16. Intellectual Property**

All copyright and other intellectual property rights in and relating to any constituent part of a commission shall be owned exclusively by BPM Media Group Ltd. You retain the right to unlimited marketing use of constituent parts of a commission.

## **17. Limitations as to Use**

Digital resources produced for You by BPM Media Group are available for use in Your company only and are not available for use in an affiliated or other company without express written consent of both Your company and BPM Media Group Ltd. BPM Media Group Ltd reserves the right to apply a processing charge where this circumstance is applicable to both You and BPM Media Group Ltd.

## **18. General Terms**

This is the only agreement between BPM Media Group Ltd and You. If a court decides that any part of the agreement cannot be enforced, then that part will not apply. The rest of this agreement will continue to apply. Any notice given under this agreement must be made in writing and sent by pre-paid first class post to the parties' respective addresses. BPM Media Group Ltd registered address is BPM Media Group Ltd, 26 Falstaff House, Bardolph Road, London, TW9 2LH. This agreement shall be governed by English Law and the English courts.

## **19. Online Quotes**

Any pricing quotes shown online assume that all fields have been updated correctly and data entered in completing forms is accurate. BPM Media Group Ltd reserves the right to alter or amend information without prior notice. Please note, all prices quoted online or in hardcopy do not include VAT.

## **20. Attendance and callout**

BPM Media Group Ltd apply an attendance and processing fee in respect of all appointments which accounts for both travel and processing in respect of images, floor plans or other digital media produced as a result of that appointment.

## **21. Cancellation Policy**

If an appointment is cancelled less than four working hours before an appointment is scheduled to occur, a cancellation fee of 90% of an order's value (excluding design and print costs) is incurred, including appointments where photographers cannot gain access to a property through no fault of their own including if an agreed appointment with an agreed vendor is not kept by the vendor. A morning appointment will need to be cancelled more than four working hours before the scheduled start time. Working hours are Monday – Thursday 9 - 6, Friday 9 – 5. However, if you are able to replace the cancelled appointment with a similar order, the appointment may be cancelled with no charge. If an appointment is cancelled with more than four working hours notice but less than one working days notice a 50% cancellation charge of the total order value will be incurred. If an appointment is cancelled with more than 24 hours notice a 10% cancellation charge will be incurred including appointments where orders are placed on hold and then subsequently cancelled. Please note cancellation charges apply to appointments (i.e. orders that have been booked and therefore involved time incurred by BPM Media Group Ltd) and not to orders placed. Cancelling an order which has not been booked as an appointment incurs no charge. BPM Media Group Ltd will assess each cancellation individually before applying cancellation charges.

## **22. BPM Media Ltd Disclaimer**

“BPM Media give notice that:

1. We prepare all our particulars in good faith, they should only be used as a general outline for the guidance and general information of intending purchasers or lessees, and to be used for marketing purposes only and do not constitute in whole or in part an offer or contract.
2. Reasonable endeavors have been made to ensure that the information given in our particulars is materially correct but any intending purchaser or lessee should satisfy themselves by inspection, searches, enquiries and full survey as to the correctness of each statement.
3. All statements in our particulars are made without responsibility on the part of BPM Media.
4. No statement in our particulars are to be relied upon as a statement or representation or warranty in relation to any property.
5. Neither BPM Media nor anyone in its employment or acting on its behalf has authority to make any representation or warranty in relation to any property.
6. Nothing in these particulars shall be deemed to be a statement that the property is in good repair or condition or otherwise nor that any services or facilities are in good working order.
7. Photographs may show only certain parts and aspects of the property at the time when the photographs were taken and you should rely upon actual inspection.
8. Any areas, measurements or distances quoted are approximate and should not be used to value a property or be the basis of any sale or let.
9. BPM Media do not take into consideration any wall thickness when drawing floor plans, we therefore quote the gross internal area which may vary in respect of this. BPM Media will not accept liability for differing calculations on floor plans

and therefore advise all parties not to calculate property values based on supplied floor plans. BPM does not specifically measure door widths and these are given as standard 2'3" for internal doors and 2'6" for the entrance door.

10. Floor plans supplied by BPM Media are for illustration purposes only and not drawn to scale.

11. BPM floor plan measurements are written as standard always quoting the longest or largest measurement first.

12. BPM floor plan square footage includes all chimney breasts, corner pillars, and other structural protrusions. BPM does not include restricted height (i.e. less than 5ft) unless specifically stated in the disclaimer.

13. Garages that are attached to the main building are included in the square footage only if they have door access from the house.

14. BPM will exclude all stand alone Out Buildings (Sheds, Stores and Garages) from the total square footage.

15. BPM will excluded from the square footage all communal areas, communal staircases and any balcony and terrace area.

16. BPM use standard symbols for all internal features such as baths and sinks and these are for illustrative purposes only and do not indicate the actual size, location or style of fitting.