



Terms & Conditions of Business For the Provision of Digital Photography and Floor-Planning Services

The terms and conditions herein apply to all commissions undertaken by Datography® Ltd. (Datography®) upon the instruction of our Clients unless otherwise specifically agreed in writing.

For the avoidance of doubt Datography® office hours are 9am to 6pm Monday to Friday.

Datography®

- 1) Shall provide professional digital photography and floor planning services to the Client.
- 2) Shall at all times use best endeavors to ensure that your professional reputation with your clients is preserved.
- 3) Shall provide digital photography and floor plan images for your approval using best endeavors to do so during the working day following the day the appointment is carried out.
- 4) Shall use the email address supplied in the booking form unless otherwise agreed and confirmed in writing.
- 5) Shall notify you by email when images are available for approval and provide a link to the Datography® server where the images can be viewed and approved.
- 6) Shall rectify the following changes free of charge where reasonable access and information have been provided and where all required amendments for a particular commission are notified to Datography® in a single change request within 24 hours of receipt of the CAD drawn floor plan:
 - i. Missing rooms
 - ii. Incorrect measurements in accordance with RICS guidelines
 - iii. Incorrect positioning of fixtures within a room
 - iv. North point indication error of more than 10 degrees from magnetic north.

The Client:

- 7) Shall ensure that the property is in a suitable state of presentation to be photographed with regard to the overall tidiness of the property and that Health & Safety considerations have been met including, where necessary, the prior moving and/or removal of any heavy items has satisfactorily been undertaken.
- 8) Shall ensure that all parties affected by the attendance of a Datographer® are given reasonable notice and shall inform us prior to the appointment time in the event that any such notice has not been given for any reason.
- 9) Shall inform the Datographer® of any room, area, or outbuilding that should be attributed to the property in the floor plan and is not apparent on first inspection. Any revisit to amend such changes may be chargeable.
- 10) Confirms that by placing an order they have permission to access the property and authorisation to instruct Datography® to access the property for the purpose of taking photos and preparing floor plans.
- 11) Accepts responsibility for due care, safety and suitability for working conditions at the property and that the aforesaid conditions are at the absolute discretion of the attending Datographer®.
- 12) Further accepts that in such circumstances as where the attending Datographer® deems a property unsafe or unsuitable for the purpose of fulfilling the commission a cancellation fee in accordance with Clause 11 shall be charged.

Cancellation

- 13) A cancellation fee will be charged in the absence of any of the following:
 - i. A minimum of three hours written notice by fax or email prior to the appointment time or where notice is provided after office hours (6pm) on the day before an appointment is scheduled at or before 12pm.
 - ii. Access to the property upon attendance by the Datographer® by the method instructed on the booking order form.
 - iii. The Datographer® deems the property unsafe or unsuitable in accordance with points 7) to 10) above.
- 14) The cancellation fee:
 - i. Is £44.00 for photograph only bookings

- ii. Is £55 for floor plan only or photograph and floor plan bookings
- iii. Will not include the additional 'Fast-Track' charge of £85.00

Damage to a Property

- 15) The Client accepts that any claim for damages will only be considered where notice of any such intended claim is provided in writing within 12 working hours of the appointment time.
- 16) Where damage is alleged to have been caused by a Datographer® the Client will provide viewing details of the property as required by Datography® up to and including the two days prior to the date of the alleged incident.
- 17) The Client will provide three independent written quotes from the owner of the property for the cost of replacing and/or repairing the alleged damaged item(s).
- 18) Whereupon any liability for damage is accepted, Datography® reserves the right to obtain a quote from an independent contractor and have any works carried out to the satisfaction of the property owner.

Payment

- 19) All costs and charges are as per the Datography® Rate Card unless specifically otherwise agreed and confirmed in writing by a Datography® supervisor.
- 20) Invoices will be sent on or before the last working day of each month and include all commissions undertaken on or before that date and not included in a previous invoice.
- 21) Datography® payment terms are strictly within 14 days of the invoice date and all invoices are subject to VAT at the prevailing rate.
- 22) All Datography® images are deemed accepted by the Client and due for payment upon appearing in or on any marketing material including but not limited to both online and printed media.
- 23) Refund requests should be reported to a member of the Datography® team within 24 hours of media delivery. All refunds must be signed off by the Datography® line manager and, if granted, shall be refunded within 14 days.
- 24) All new Client bookings where payment on account has not been setup require upfront payment by either BACS transfer, whereupon a remittance advice slip may be requested, or by bank cheque or cash to the Datographer upon attendance and in any event prior to the release of images for approval until such time as a credit account has been set up unless otherwise agreed in writing.

Late/Non-Payment

- 25) Where an invoice remains unpaid after one calendar month following the date of invoice an admin fee of £25.00 may be charged either in an ancillary invoice or appended to a subsequent invoice for services rendered.
- 26) Where legal proceedings are required for the recovery of any unpaid amount Datography® may refuse further commissions from the Client and the Client accepts that interest will be charged at a rate of 10% per calendar month on any outstanding amount.
- 27) The Client accepts liability for all costs incurred by Datography associated with debt recovery.

Miscellaneous

- 28) Datography® reserves the right to amend these Terms & Conditions from time to time and will provide at least seven days written notice of any such changes, a copy of which will be posted on the Datography® web site.
- 29) Datography® fees may be subject to change and Datography® will provide a minimum of 14 days advanced written notice of any price changes.
- 30) Datography® reserves the right to refuse any commission for any reason at any time.
- 31) All changes and/or amendments will be dealt with as a matter of priority but the Client accepts this may compromise usual delivery timescales.
- 32) Error correction will only be offered free of charge where the client notifies Datography® within 12 working hours of delivery and has been approved by a Datography® supervisor.
- 33) Datography® reserves the right to cancel bookings due to external factors beyond our control including but not limited to extreme weather and traffic conditions and staff shortage and/or illness.
- 34) A charge may be applied for unreasonable time taken by a Datographer® either in gaining access to the property or ensuring that a property is suitably presented over and above the scheduled appointment time.
- 35) A Datographer® may shoot images which are not specifically ordered by the Client and Datography® accepts that the Client is under no obligation to purchase such images and the Client accepts that such images are not included in any promotional offer that Datography® may provide from time to time.
- 36) Datography® draws your attention to the Property Misdescriptions Act 1991 ('PMA') and will only enhance images in accordance with the PMA.

- 37) All plans supplied and drawn by Datography® are intended for illustrative purposes only and are not intended for use as scale drawings.
- 38) All measurements and areas quoted are approximate whether a suitable disclaimer appears on the plan or not and Datography® accepts no responsibility for any error, omission or mis-statement on the floor plan.
- 39) It is the responsibility of the Client to ensure the supplied plan correctly represents the property and Datography® accepts no liability if the valuation of a property is based on the measurements of the plan drawn by Datography®.
- 40) The copyright of all images remains the property of Datography® unless otherwise agreed in writing. In addition, images may be sold at a copy price to other agents who request them 24 hours after the delivery of the initial images to the original client.
- 41) The use of Datography Ltd photography and/or floor plans without the express permission of Datography Ltd, or without payment, will result in a breach of copyright. A charge of £800 plus VAT will be charged for any breach of copyright, in addition to any administration and legal charges, as well as the original invoice fee.
- 42) Images and floor plans are archived by Datography® for 6 months prior to being deleted.
- 43) Any order placed after 3pm is not guaranteed to be dealt with that working day.

Fast-Track Service

- 44) Where same-day turnaround is required a charge of £85.00 will apply in addition to the standard job price.
- 45) Datography® will use best endeavors to deliver images for approval by 6pm on the same day.
- 46) Where the images are not delivered by 9.30am the following day the £85.00 Fast-Track fee shall be waived.
- 47) Datography® reserves the right to refuse a Fast-Track commission for any reason.

Floor Plans

- 48) Rooms will be labelled as they are currently laid out and/or utilised unless otherwise specified on the order form and the Client acknowledges the following:
 - i. Conservatories will be labeled 'Conservatory'.
 - ii. Master Bedroom, Main Reception and Main Bathroom will be labeled 'Bedroom 1', 'Reception 1' and 'Bathroom 1' respectively.
 - iii. Subsequent rooms will be labeled as '...2', '...3' and '...4' etc according to size.
 - iv. Kitchens with a table or breakfast bar present will be labeled 'Kitchen/Breakfast Room'.
 - v. Dressing rooms will be labelled 'Dressing Room'.
 - vi. Utility rooms will be labelled 'Utility'.
- 49) Any required changes to the above should be requested at the time of ordering on the order form to avoid an amendment charge.
- 50) The Client accepts that he/she may be contacted at any time by Datography® Ltd and Webdadi® Ltd and shall not limit any such contact either electronically or by telephone communication.

HIPs

- 51) HIP prices are dependent on the results of searches from search companies. Extra charges may be incurred if the property is unregistered (£75) or results return anomalies. Vendors are responsible for these extra charges.
- 52) HIP turnaround time is approximately 7-10 working days. However, this is merely a guide and HIPs can be delayed depending on the results of searches. Datography® accepts no responsibility for this delay. HIP searches fall under the jurisdiction of local authorities and as such are beyond the control of Datography Ltd ®.
- 53) HIP searches will not begin until payment has been made. The client remains responsible for this payment unless otherwise agreed in writing.

For clarification of any of the above, please contact a member of your Datography® team.

