



ENRICO BIGA photography

STANDARD TERMS & CONDITIONS

Terms and Conditions for provision of ENRICO BIGA photography, photographs and floor plans can be found here.

To discuss these terms and conditions of services please contact Enrico Biga (info@enicobiga.com).

1. Introduction

This is a legal agreement between ENRICO BIGA photography and You ('You' or 'Your'). These terms and conditions of business shall apply to all commissions undertaken by ENRICO BIGA photography, unless otherwise specifically agreed in writing. By using an online order form or by ordering via telephone 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 ENRICO BIGA photography's acceptance which will be notified to you when ENRICO BIGA photography confirms Your order which will be governed by these Terms and Conditions. ENRICO BIGA photography reserves the right to amend this agreement from time to time and new versions of this agreement will be posted or emailed to you.

2. Commissions / Instructions

ENRICO BIGA photography provides various services from time to time, which may include without limitation: photography, processing digital images, creating virtual tours or other moving digital media, floor plans and site plans, design and hosting

of web pages, design and printing of particulars or brochures. ENRICO BIGA photography reserves the right to reject any commission.

3. Placing orders

Orders can be discussed and placed via email, over the telephone or through the website at no extra charge. ENRICO BIGA photography provide an online order form at www.enricobiga.com (subject to occasional down time for essential maintenance) which is free of charge to use.

4. Appointment Attendance Times

It is ENRICO BIGA photography's aim but not our guarantee that, wherever possible, all orders placed by email or over the telephone and received by us before 4 p.m. will be attended on the next working day, subject to access being available or the access contact being available. Online orders can be reserved directly selecting the desired and available time slot. In this case, a confirmation email of the booking will be automatically sent.

5. Turnaround Time Guarantee

All images and floor plans (under 2,500 sq ft) are guaranteed to be returned by 6:00 pm the next working day. A confirmation email will be sent to the email address used in placing the order, images and floor plan will be ready to be downloaded through the client area of the website (www.enricobiga.com). 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 sure certain plans are correct before returning them to you.

6. Approval Time Allowance

ENRICO BIGA photography 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 by email or over the telephone 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. 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, we will correct it at no extra charge. 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. We must be notified of any rejection/error within 2 working days of submission to You by email or over the telephone. 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 mistakes are subsequently discovered.

7. ENRICO BIGA photography Fees

ENRICO BIGA photography fees are subject to change from time to time. ENRICO BIGA photography fees are payable within 14 days on supply of an invoice on completion of the commission.

8. Photographs

It is Your responsibility to check photographs supplied to ensure that they are correct in all requirements. 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, if specific shots are required they must be indicated on the order form. ENRICO BIGA photography draws Your attention to the Property Misdescriptions Act 1991 ('PMA'). ENRICO BIGA photography 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.

9. Floor Plans

Our Floor planners will use reasonable skill and care in sketching and draughting floor plans. All floor plans supplied by ENRICO BIGA photography 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. ENRICO BIGA photography 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. ENRICO BIGA photography 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 our ENRICO BIGA photography will always endeavour to measure with all possible accuracy. ENRICO BIGA photography will amend floor plans within the PMA as requested by You although ENRICO BIGA photography 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.

10. Your Obligations

You are liable for £50 cancellation fee if ENRICO BIGA photography is unable to gain access to the premises for an agreed appointment (Please see 18. Cancellation Policy below). You will be responsible for ensuring that the premises to be photographed or drawn for a floor plan are in a suitably presentable state and ENRICO BIGA photography 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 ENRICO BIGA photography photographer/floor planner access to the premises.

11. Warranties & Liabilities

ENRICO BIGA photography warrants that it will use reasonable skill and care to provide the commission. ENRICO BIGA photography 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 ENRICO BIGA photography may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. ENRICO BIGA photography 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 ENRICO BIGA photography's liability in respect of fraud or in respect of death or personal injury caused by ENRICO BIGA photography. ENRICO BIGA photography shall not be responsible for any delay or failure to carry out ENRICO BIGA photography's commissions under this agreement for reasons beyond ENRICO BIGA photography's reasonable control including but not limited to the acts or omissions of a third party or Your failure to perform Your obligations. If ENRICO BIGA photography photographer 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 about the quality of pictures taken, ENRICO BIGA photography may in its sole discretion, elect to re-shoot the images or offer a full refund of any monies paid. Please note that ENRICO BIGA

photography is not responsible for breakage of locks/keys when they are previously faulty and it is Your responsibility to notify ENRICO BIGA photography of any issues in this respect before an appointment is attended. You will also be liable for and damage to ENRICO BIGA photography equipment caused by vendors/tenants during an appointment. This section shall survive the termination of this agreement for any reason.

12. Termination

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

13. Intellectual Property

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

14. Limitations as to Use

Digital resources produced for You by ENRICO BIGA photography 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 ENRICO BIGA photography. ENRICO BIGA photography reserves the right to apply a processing charge where this circumstance is applicable to both You and ENRICO BIGA photography.

15. General Terms

This is the only agreement between ENRICO BIGA photography 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. This agreement shall be governed by English Law and the English courts.

16. Online Quotes

ENRICO BIGA photography reserves the right to alter or amend pricing quotes shown online without prior notice.

17. Attendance and callout

ENRICO BIGA photography 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.

18. Cancellation Policy

Appointments cancelled with less than 4 hours notices will incur a fee of £50. This includes appointments where photographer cannot gain access to a property through no fault of theirs, including if an agreed appointment with the vendor is not kept by the vendor. A morning appointment will need to be cancelled on the day before. This includes appointments cancelled due to bad weather. Cancelling an order which has not been booked as an appointment incurs no charge. ENRICO BIGA photography will assess each cancellation individually before applying cancellation charges.

ENRICO BIGA photography DISCLAIMER:

ENRICO BIGA photography 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 endeavours 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 ENRICO BIGA photography.
4. No statement in our particulars are to be relied upon as a statement or representation or warranty in relation to any property.
5. ENRICO BIGA photography has no 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. ENRICO BIGA photography 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. ENRICO BIGA photography 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. ENRICO BIGA photography 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 ENRICO BIGA photography are for illustration purposes only and not drawn to scale.
11. ENRICO BIGA photography floor plan measurements are written as standard always quoting the longest or largest measurement first.
12. ENRICO BIGA photography floor plan square footage includes all chimney breasts, corner pillars, and other structural protrusions. ENRICO BIGA photography 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. ENRICO BIGA photography will exclude all stand alone Out Buildings (Sheds, Stores and Garages) from the total square footage.
15. ENRICO BIGA photography will exclude from the square footage all communal areas, communal staircases and any balcony and terrace area.
16. ENRICO BIGA photography 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.