

Bagshaw & Hardy Limited - Terms & Conditions

updated September 2015

When using the services and products of Bagshaw & Hardy Ltd, you agree to be legally bound by the following terms and conditions. These terms and conditions shall apply to all commissions and associated work undertaken by Bagshaw & Hardy Ltd and its subcontractors for you. By using the online booking form or by ordering via telephone, email or in person, you agree to be bound by these Terms and Conditions, as amended from time to time.

In these terms and conditions 'Bagshaw & Hardy', 'we' or 'us' means Bagshaw & Hardy Ltd. In these terms and conditions 'Client', 'you' or 'your' means the commissioning client, company or person instructing or placing an order for any service to be carried out by Bagshaw & Hardy or its subcontractors.

1) All prices quoted are exclusive of and are subject to VAT at its current rate. Prices may be amended by us. Where we amend a price quoted to you we shall give you notice of such change.

2) All copyright and other intellectual properties relating to all instructions or orders are owned exclusively by Bagshaw & Hardy. The usage rights to all content are for the sole and exclusive use of the commissioning client in relation to the marketing of the property named in the original order or instruction and are subject to a limited licence for that purpose. The client shall not be entitled to release or assign any content to a third party, including to vendors or other agents, without the written consent of Bagshaw & Hardy. Sharing content with a third party may incur an additional fee payable to us equal to 50% of the original instruction fee. Where you release or communicate any content to a third party you agree that you shall be liable for such fees.

3) Bagshaw & Hardy will accept cancellations and postponements up to 5pm on the day before the booked appointment without charge. If notice of cancellation or postponement is received after 5pm on the day before the booked appointment then we reserve the right to charge 50% of the instruction fee.

4) It is the sole responsibility of the client to make sure that any premises to be visited by us are in a suitable condition. Bagshaw & Hardy reserve the right to cancel any visit or leave any premises that we believe to be unsafe or too untidy to be photographed, in which case you will be charged the entire fee quoted. Although our photographers will always do their best to make a property look its best, it is not our responsibility to move heavy objects such as furniture. Any heavy objects must be moved prior to us attending the premises.

5) Bagshaw & Hardy will use reasonable care when sketching and drafting floor plans. All floor plans supplied by Bagshaw & Hardy are for indicative purposes only. They will not be drawn to scale unless otherwise stated. Whilst every care is taken in the preparation of floor plans it is the client's responsibility under the requirements of the Property Misdescriptions Act 1991 ('PMA') and any applicable legislation governing their use to ensure the floor plan is an accurate representation of the property. Bagshaw & Hardy accepts no liability whatsoever for any error or omission of inadvertent mis-statement in a floor plan or any areas calculated from them.

6) Energy Performance Certificates ("EPC") may be procured from a third party on your behalf by Bagshaw & Hardy. However, any report and Domestic Energy Assessor ("DEA") carrying out such a report is in no way related to the business Bagshaw & Hardy and as such Bagshaw & Hardy take no responsibility whatsoever for the contents of the produced EPC or the conduct of the visiting commissioned assessor. The contact details of the commissioned DEA are included in the finished EPC. You may contact them with any queries of its content. You shall be liable for the fees of any DEA instructed by us to prepare an EPC on your behalf and you shall indemnify us for any liability we incur in relation to obtaining any such EPC.

7) We shall endeavor to deliver photographs by email or by uploading them to our online gallery by 5pm the working day after the property visit. All photographs will be supplied in jpeg format unless otherwise stated.

8) We shall endeavor to deliver floor plan files by email or by uploading them to our online gallery by 5pm 2 working days after the property visit.

9) EPCs will be delivered by email or uploaded to the online gallery in pdf format by 5pm the day they are made available to us in an accessible format by the relevant DEA. The DEA may experience unavoidable delays producing EPCs due to factor such as registering addresses with land registry, or downtime in the accredited certificate software. At this point we will inform you of such delays and estimated time of delivery of said completed EPC.

10) Bagshaw & Hardy reserves the right to cancel bookings at short notice due to external factors beyond our control, such as extreme weather conditions, traffic disruption.

11) Bagshaw & Hardy reserves the right to reject any commission.

12) Bagshaw & Hardy reserves the right to change these terms and conditions. When we do so we shall give you notice of such changes.

13) Regular clients will be invoiced on the last working day of the month. Payment must be received within the payment term of the invoice. If payment is not received by us in credited funds by the due date then Bagshaw & Hardy reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 (the "1998 Act"). Where the 1998 Act does not apply you agree that interest on overdue payment shall apply at a rate of 8% above the Bank of England base rate until such debt is satisfied. All invoices will be sent by email unless otherwise instructed.

14) Our normal working hours are Monday - Friday 9am - 5pm, excluding Bank Holidays and Public Holidays.

15) Photographs, floor plans and EPC files are hosted for the client in a password protected gallery, Bagshaw & Hardy shall not be liable for any unscheduled downtime of this gallery. In the event of any such unscheduled downtime, we shall try to find alternate methods to deliver your files as soon as we can whenever possible.

16) All photographs, floor plan and EPC files are held in a secure password protected gallery for a minimum time of 1 year. All photograph, floor plan and EPC files are backed up on secure servers after this time and can be retrieved for a fee of £20.

17) Bagshaw & Hardy is insured to produce elevated photography for our clients. It is at the photographers' discretion as to whether it is safe to carry out this service, and we reserve the right to retract the commission at any time based on analysis of operating the equipment in a safe environment, taking into account factors such as weather, overhead power lines, nearby roads. If the elevated photography service cannot be carried out for any reason the client will be informed and the fee for the elevated photography will not be charged.

18) Bagshaw & Hardy operates as an independent service provider and as such do not offer services exclusively to any one client. No clients of Bagshaw & Hardy are permitted to offer or advertise our services as being exclusive to them.

19) Bagshaw & Hardy reserve the right to use any content for marketing or advertising purposes either in print or on the web without any prior notice or consultation.

20) These terms & conditions are non-negotiable and form the entire agreement between you and Bagshaw & Hardy unless expressly agreed in writing by us. Bagshaw & Hardy reserve the right to change these Terms & Conditions at any time without warning, however we agree to inform you of any changes as they are made.

21) Bagshaw & Hardy's liability for the performance of all commissions and associated work undertaken for you is limited to the price of the relevant commission or work. You agree that Bagshaw & Hardy shall not be liable in excess of such amount.

22) Bagshaw & Hardy shall only be liable for direct loss under clause 21 above. You agree that our liability for direct loss shall exclude any loss of business, loss of profit or any additional expenses you may incur. We shall not be liable for any indirect or consequential loss under any circumstances.

23) These terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the courts of England & Wales.

Bagshaw & Hardy Limited, 272 High Street, Berkhamstead, Hertfordshire HP4 1AA are registered in England and Wales.

Company Number: 8573088

Privacy Policy: Please note for all payments including telephone: **We do not store credit card details.**