

Exposure Property Marketing Terms and Conditions

Definitions

- The individual or company placing an order shall be known as “The Client”
- The owner of the property shall be known as “The Vendor”
- Exposure Property Marketing shall be known as “Exposure”
- A commission for services this will be known as “The Order”

Orders

“The Order” must be placed via our online ordering system. If “The Order” is placed via telephone, e-mail, text will be placed on the ordering system by “Exposure” and will be subject to an admin charge of £10.00. (unless due to technical issues the system is offline)

It is the responsibility of “The Client” to ensure that all details on the order are correct and amend incorrect details via the system.

Unless otherwise agreed in writing all materials supplied by “Exposure” are in electronic format via digital download.

Printed materials, CDs and DVDs are individually priced and include and admin charge of £10.00

Business Days

“Exposure’s” hours of business are Monday – Friday 09:00am – 5:30pm (Excluding Bank Holidays)

Time Scales

“Exposure” will endeavour to contact “The Vendor” by the end of the business day following receipt of “The Order”, however this cannot be guaranteed.

“Exposure” will endeavour to supply all elements of the completed order by the end of the business day following the appointment, however this cannot be guaranteed and only applies to service supplied directly by “Exposure”

Archiving

All orders are available from “Exposure” for a period of 6 months following the appointment at no additional charge, following which the order will be archived. If a copy of an archived order is required an admin fee will be charged of £25.00.

Rescheduling & Cancellation policy

Appointments Rescheduled / Cancelled more than 48 hours prior to the appointment time will have no fee applied.

Should an order be Rescheduled / Cancelled less than 48 hours prior to the appointment then the following charges will apply (minimum fee of £25 in each case): :

Less than 48 hours prior to the appointment time – 10% of appointment cost

Less than 36 hours prior to the appointment time – 25% of appointment cost

Less than 24 hours prior to the appointment time – 50% of appointment cost

The client agrees to reimburse all expenses and travelling costs incurred which cannot be cancelled in full in addition to the standard cancellation policy.

Photography

“Exposure” will take reasonable care when taking photographs. If “The Client” is not happy with the photographs this must be brought to the attention of “Exposure” immediately so these may be rectified. It is the responsibility of “The Client” to ensure that all photographs are an accurate representation of the property.

“Exposure” accepts no liability whatsoever for any error or omission.

“Exposure” will not materially adjust or manipulate any photograph without the agreement of “The Client”. Where this is done the original file will be supplied, un-manipulated and the manipulated file supplied with a suffixed file name. “Exposure” accepts no liability whatsoever for any claims arising for misrepresentation.

Floor Plans

“Exposure” will take reasonable care when preparing floor plans. Any errors must be brought the attention of “Exposure” immediately so these may be rectified. It is the responsibility of “The Client” to ensure that a floor plan is an accurate representation of the property.

“Exposure” accepts no liability whatsoever for any error or omission.

All floor plans are supplied for illustrative purposes only and are not intended as scale drawings, all measurements and floor areas are approximate whether or not a suitable disclaimer appears on the plan.

Misrepresentation

“Exposure” is familiar with the importance of misrepresentation. It is the sole responsibility of “The Client” to ensure that any material provided by “Exposure” does not breach any terms under the The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and The Business Protection from Misleading Marketing Regulations 2008 (BPRs).

Copyright

The copyright of all material supplied by "Exposure" remains the property of "Exposure". "The Client" and/or "Vendor" are not permitted to sell or share any of the material with any third party other than in the production of marketing literature and advertising without prior written consent from "Exposure".

Photographs and floor plans are supplied subject to the "Exposure" [license agreement](#).

Payment term

All invoices will be supplied electronically via e-mail.

"The Client" agrees to pay for all services ordered within 14 days from receipt of invoice.

"The Client" agrees to pay a late payment charge of £40.00 and interest of 4% above the Bank of England Base Rate on all overdue invoices from the date of invoice until the monies are received as cleared funds by "Exposure"

"The Client" agrees to pay all costs incurred in the recovery of debts which fall due to "Exposure" relating to "The Order". Services shall be considered to be in debt after a period of 60 days from receipt of invoice.

Any discount applied is only valid for invoices paid within the 14 day payment terms.

Warranties and Liabilities

"Exposure" warrants that it will use reasonable skill and care to provide service to "The Client". Any liability "Exposure" may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fee paid by "The Client" under this agreement.

"Exposure" shall not be liable to "The Client" 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 "Exposure's" liability in respect of fraud or in respect of death or personal injury caused by "Exposure's" negligence.

If "The Client" is not happy with the quality of the services of "The Order" provided by "Exposure" then "The Client" must provide a full and detailed explanation of the reasons in writing within 7 days of the appointment, "Exposure" may then elect to provide the services again or refund any monies paid in respect of "The Order"

General

These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English courts in respect of any matter arising in connection with these Terms and Conditions and/ or this website(s).