

Noga Photo Studio Ltd. Terms & Conditions

Terms and Conditions for provision of Noga Photo Studio Ltd. photographs and floor plans can be found here.

To discuss these terms and conditions of services or for standard pricing details please contact Marcin Noga (info@nogaphotostudio.com).

1. Introduction

This is a legal agreement between Noga Photo Studio Ltd. and You ('You' or 'Your'). These terms and conditions of business shall apply to all commissions undertaken by Noga Photo Studio Ltd., 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 Noga Photo Studio's acceptance which will be notified to you when Noga Photo Studio confirms Your order which will be governed by these Terms and Conditions. Noga Photo Studio reserves the right to amend this agreement from time to time and new versions of this agreement will be posted on Noga Photo Studio website or emailed to you.

2. Commissions / Instructions

Noga Photo Studio Ltd. provides various services from time to time, which may include without limitation, photography, processing digital images, creating virtual tours or other moving digital media, draughting floor plans and site plans, design and hosting of web pages and design of and printing of particulars or brochures. Noga Photo Studio Ltd. reserves the right to reject any commission.

3. Placing orders

Noga Photo Studio provides an online order form at www.nogaphotostudio.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 can be also discussed and placed via email or over the telephone.

4. Appointment Attendance Times

It is Noga Photo Studio's aim but not our guarantee that, wherever possible, all orders placed online or over the telephone and received by us before 4 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 4 p.m. will be attended next working day if possible but are more likely to be 2 working days.

5. Turnaround Time Guarantee

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.

6. Approval Time Allowance

Noga Photo Studio 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 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. Noga Photo Studio Fees

Noga Photo Studio fees are subject to change from time to time. Noga Photo Studio 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. Noga Photo Studio Ltd. draws Your attention to the Property Misdescriptions Act 1991 ('PMA'). Noga Photo Studio 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.

9. Floor Plans

Noga Photo Studio Ltd. will use reasonable skill and care in sketching and draughting floor plans. All floor plans supplied by Noga Photo Studio 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. Noga Photo Studio 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. Noga Photo Studio 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 Noga Photo Studio Ltd. will always endeavour to measure

with all possible accuracy. Noga Photo Studio will amend floor plans within the PMA as requested by You although Noga Photo Studio 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 Noga Photo Studio 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 Noga Photo Studio 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 our photographer/floor planner access to the premises.

11. Warranties & Liabilities

Noga Photo Studio Ltd. warrants that it will use reasonable skill and care to provide the commission. Noga Photo Studio 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 Noga Photo Studio Ltd. may have (whether in contract, tort, including negligence or otherwise) shall be limited to the total fees paid by you under this agreement. Noga Photo Studio 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 Noga Photo Studio's liability in respect of fraud or in respect of death or personal injury caused by Noga Photo Studio Ltd.

Noga Photo Studio Ltd. shall not be responsible for any delay or failure to carry out Noga Photo Studio's commissions under this agreement for reasons beyond Noga Photo Studio's reasonable control including but not limited to the acts or omissions of a third party or Your failure to perform Your obligations. If our 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, Noga Photo Studio Ltd. may in its sole discretion, elect to re-shoot the images or offer a full refund of any monies paid. Please note that Noga Photo Studio Ltd. is not responsible for breakage of locks/keys when they are previously faulty and it is Your responsibility to notify Noga Photo Studio Ltd. of any issues in this respect before an appointment is attended. You will also be liable for and damage to Noga Photo Studio's equipment caused by vendors/tenants during an appointment. This section shall survive the termination of this agreement for any reason.

12. Termination

Noga Photo Studio Ltd. reserves the right to terminate this agreement without notice for any reason including non-payment of fees. Noga Photo Studio'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 Noga Photo Studio Ltd. 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 Noga Photo Studio Ltd. 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 Noga Photo Studio Ltd. Noga Photo Studio Ltd. reserves the right to apply a processing charge where this circumstance is applicable to both You and Noga Photo Studio Ltd.

15. General Terms

This is the only agreement between Noga Photo Studio 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. Noga Photo Studio Ltd. registered address is: 20 Blackberry Court, Woodmill Road, London, E5 9GE. This agreement shall be governed by English Law and the English courts.

16. Online Quotes

Noga Photo Studio Ltd. reserves the right to alter or amend pricing quotes shown online without prior notice.

17. Attendance and callout

Noga Photo Studio 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.

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. Noga Photo Studio Ltd. will assess each cancellation individually before applying cancellation charges.

19. Noga Photo Studio Disclaimer

“Noga Photo Studio Ltd. 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 Noga Photo Studio Ltd.
4. No statement in our particulars are to be relied upon as a statement or representation or warranty in relation to any property.
5. Noga Photo Studio Ltd. 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. Noga Photo Studio Ltd. 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. Noga Photo Studio Ltd. 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. Noga Photo Studio Ltd. 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 Noga Photo Studio Ltd. are for illustration purposes only and not drawn to scale.
11. Noga Photo Studio floor plan measurements are written as standard always quoting the longest or largest measurement first.
12. Noga Photo Studio floor plan square footage includes all chimney breasts, corner pillars, and other structural protrusions. Noga Photo Studio usually 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. Noga Photo Studio Ltd. will exclude all stand alone Out Buildings (Sheds, Stores and Garages) from the total square footage.

15. Noga Photo Studio Ltd. will exclude from the square footage all communal areas, communal staircases and any balcony and terrace area.

16. Noga Photo Studio Ltd. 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.