

CP Creative Ltd Terms & Conditions: Business to Business

When using the services and/or purchasing content from CP Creative Ltd (and Lease Planners) you agree to be bound by the following terms and conditions, whether instructing us by telephone, email, letter, online or in a face to face meeting.

1. In these conditions (“these Conditions”) unless the context requires otherwise:

“CP Creative Ltd (and Lease Planners)” means CP Creative Limited, a company registered in England (company number 07205057) whose registered office is at 83-85 Derby Road, Ipswich, UNITED KINGDOM, IP3 8DL.

‘the Client’ means the person, firm or company accepting a quotation from CP Creative Ltd (and Lease Planners) for the sale/supply of Content or whose order or request for Content is accepted by CP Creative Ltd (and Lease Planners);

‘Content’ means the products and services which CP Creative Ltd (and Lease Planners), whether acting directly or through its subcontractors, is to supply in accordance with these Conditions and which are specified in any Instructions, including but not limited to floor plans, Land Registry plans, brochures, design, computer generated images, photography, virtual tours, videos and Energy Performance Certificates (EPCs);

‘Instructions’ means an order for the supply of Content placed by the Client which is accepted by CP Creative Ltd (and Lease Planners) via email, telephone, fax, letter, online or face to face.

‘Contract’ means together the Instructions and these Conditions.

2. CP Creative Ltd (and Lease Planners) shall supply and the Client shall purchase the Content in accordance with the Instructions, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Client seeks to impose or incorporate, or which are implied by trade, custom, product or course of dealing.

3. In the event of inconsistency between these Conditions and any special conditions contained in the Instructions, such special conditions shall prevail. No conduct by CP Creative Ltd (and Lease Planners) shall constitute acceptance of any terms put forward by the Client.

4. No order submitted by the Client shall be deemed to have been accepted by CP Creative Ltd (and Lease Planners) unless and until it has been expressly confirmed by email to the Client specifically indicating acceptance (as opposed to receipt) of the Client’s order subject to these conditions and when it is booked into CP Creative Ltd’s (and Lease Planners) systems as accepted. Cancellations of orders shall be dealt with in accordance with clauses 24 and 25 below.

5. The Prices for the Content shall be the prices stated in CP Creative Ltd (and Lease Planners) current price list or as detailed in the quote provided to you at the date on which the Contract is made and are exclusive of VAT. CP Creative Ltd (and Lease Planners) reserves the right to vary its prices from time to time without notice.

6. Unless otherwise agreed in writing CP Creative Ltd (and Lease Planners) shall be entitled to invoice the Client by email or post for the price of the Content on submission to the Client of the final job listed in the Instructions. The Client shall pay CP Creative Ltd (and Lease Planners) the price of the Content within 7 days, or as otherwise agreed by prior credit agreement, of the date of the invoice. Time for payment shall be of the essence of the Contract.

7. All invoices shall include VAT where applicable.

8. If the Client fails to make payment of CP Creative Ltd (and Lease Planners) invoice on the due date then, without prejudice to any other right or remedy available to CP Creative Ltd (and Lease Planners), CP Creative Ltd (and Lease Planners) shall be entitled to:

a) Terminate the Contract or suspend any further deliveries of Content to the Client; and/or

b) Charge the Client interest at 8.5% per annum on the amount unpaid from the due date until the date of actual payment, together with the reasonable costs of recovering such unpaid amounts through legal action.

9. All Content is intended to be for illustrative purposes only and unless expressly stated, are not drawn to scale. Floor Plans are drawn in compliance with RICS (where expressly stated on the specific floor plan) but it is the Client's sole responsibility to confirm that the Content provided is a reasonably accurate representation of the property and neither CP Creative Ltd nor Lease Planners shall be responsible in the event that Content is not a reasonable representation of the property through negligence or otherwise.

10. Measurements and square footages are considered 'accurate' if they are within 5% of the actual size. All measurements, fixtures, fittings and data shown are an approximate interpretation.

11. Liability for errors, omissions or mis-statement through negligence or otherwise is expressly excluded.

12. Content (floorplans) should not be used to calculate the value of a property as they are approximate and for illustrative and guidance purposes only.

13. All requests for amendments or changes to Content must be emailed to and carried out by CP Creative Ltd (and Lease Planners) and not by any third party. CP Creative Ltd (and Lease Planners) do not accept any responsibility or liability where amendments or changes to Content are made by a third party. Content shall not be sold or transferred to any third party without prior written permission from CP Creative Ltd (and Lease Planners) – see further clause 33 below.

14. It is the Client's responsibility to inform CP Creative Ltd (and Lease Planners), at the time the Client places the order, whether the Client requires any outbuildings and the name of each room of the property to be included.

15. When re-ordering Content from CP Creative Ltd (and Lease Planners) archive it is the Client's responsibility to confirm that the Content remains accurate and, if it does not remain accurate, to inform CP Creative Ltd (and Lease Planners in writing) of any alterations to the property.

16. Where Content is produced from Client sketches (Sketch & Scan) or re-drawn from other representations of the property, CP Creative Ltd (and Lease Planners), in accordance with all other methods of creation, accepts no responsibility or liability for the accuracy of the Content or any areas calculated from them.

17. CP Creative Ltd (and Lease Planners) and its agents will use reasonable skill and care in shooting, editing and providing photographs, virtual tours and other Content in accordance with the Client's instructions. Notwithstanding this, it remains the Client's responsibility to ensure that the photographs, virtual tours and other Content supplied by CP Creative Ltd (and Lease Planners) meet the Client's requirements. Photographs, virtual tours and property videos shall

not be sold or transferred to any third party without prior written permission from CP Creative or Lease Planners – see further clause 33 below.

18. CP Creative Ltd (and Lease Planners) and its agents and sub-contractors will use reasonable skill and care in producing brochures to the Client's instructions. In approving, by email, a proof in PDF (or other electronic format) the Client takes full responsibility for the content of the brochure and will be deemed by CP Creative Ltd (and Lease Planners) to have proof read, checked and be satisfied with all aspects of the brochure including but not limited to the text, photographs, floor plans (including compass points), layout, logos and corporate colours.

19. Where necessary, minor 'after-proof' amendments may be made to the draft brochure free of charge. CP Creative Ltd (and Lease Planners) reserves the right to charge the Client for any further amendments. Where the Client supplies photographs additional charges may be levied by CP Creative Ltd (and Lease Planners) should the Client instruct CP Creative Ltd (and Lease Planners) to carry out any re-touching. Brochures shall not be sold or transferred to any third party without prior written permission from CP Creative and Lease Planners – see further clause 33 below.

20. In respect of all Content provided by CP Creative Ltd (and Lease Planners) it is the Client's responsibility to obtain, in advance of publication, any necessary clearances in respect of models, third party copyright works, trade marks, designs or other intellectual property except where such clearances have already been obtained by CP Creative Ltd (and Lease Planners) or its agents or subcontractor. The Client agrees to indemnify CP Creative Ltd (and Lease Planners) fully against any damages, losses, costs, claims or expenses incurred by CP Creative Ltd (and Lease Planners) as a result of any failure by the Client to obtain such clearances.

21. Where CP Creative Ltd (and Lease Planners) supplies an extract from an Ordnance Survey Map (including from their licensed partners) or the Client supplies CP Creative and Lease Planners with a location map or similar for use in Content, it is the Client's responsibility to ensure it has obtained the appropriate Paper Map Copying License in advance from Ordnance Survey.

22. The Client shall be responsible for providing access to the property at the time agreed in the Instructions and for ensuring that the property is both easily accessible and, in the case of photographs, virtual tours and other Content, in a suitably presentable condition. CP Creative Ltd (and Lease Planners) shall not be held responsible if the photographs taken or the virtual tours or other Content produced are not considered suitable due to the condition of the property at the time the photographs were taken or the other Content recorded.

23. Use of Personal Data: Personal data relating to clients, vendors and other business relationships is not sold or disclosed to any third party in accordance with the Data Protection Act.

24. The Client warrants that it has all necessary authorities and permissions to commission floor plans, photography, virtual tours, other Content, EPCs and brochures or related services in relation to the property in question including allowing representatives of CP Creative Ltd (including Lease Planners) access to the property. The Client agrees to indemnify CP Creative Ltd (and Lease Planners) fully against all expenses, damages, claims and legal costs where such clearances have not been obtained.

25. It is CP Creative Ltd (and Lease Planners) policy to accept cancellations up to 4 working hours before an appointment without charge. Where cancellations are received within 4 working hours of an appointment CP Creative Ltd (and Lease Planners) shall be entitled to charge the Client a cancellation charge of up to 70% of the original job charge.

26. In the event that a brochure is cancelled after an order has been accepted but prior to delivery the Client will be responsible for all costs and expenses incurred by CP Creative Ltd (and Lease Planners) up to the point of cancellation.

27. CP Creative Ltd (and Lease Planners) warrants to the Client that;

a) The Content will, at the time of delivery to the Client, correspond with the Instructions and be of satisfactory quality;

b) it shall provide the Content using all reasonable care and skill and as far as reasonably practicable, in accordance with the Instructions;

provided that, in respect of all Content CP Creative Ltd (and Lease Planners) shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with the Contract.

28. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

29. In respect of any breach by CP Creative Ltd (and Lease Planners) of the warranties given by it under clause 27 above, CP Creative Ltd (and Lease Planners) liability to the Client shall be limited (at CP Creative Ltd (including Lease Planners)' sole discretion) to:

a) Reworking, reproducing or repeating of the Content (or any parts) in question; and/or

b) Repayment of the price, or a proportion of the price, attributable to the Content in question.

30. CP Creative Ltd (and Lease Planners) shall not be liable to the Client by reason of any negligence or any other tortious action or any representation (unless fraudulent), or any implied warranty, condition or other term, or under any express terms of the Contract, for any loss of anticipated revenue or savings, loss of profits, loss of business opportunities, loss of goodwill or damage to reputation or any indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever (whether caused by the negligence of CP Creative Ltd (and Lease Planners), its employees or agents or otherwise) which arises out of or in connection with the Contract, except as expressly provided in these Conditions.

31. The entire liability of CP Creative Ltd (and Lease Planners) in respect of any and all claims made against it by the Client under or in connection with the contract shall not exceed the total price payable under the Contract, except as expressly provided in these conditions.

32. All copyright, trade marks, design rights and other intellectual property rights of any kind whatsoever whether registered or capable of registration or not in any part of the world and the right to apply for any of the foregoing rights subsisting in relation to or created or developed by CP Creative Ltd (and Lease Planners) or its subcontractors in the course of creating and providing the Content shall remain (as between CP Creative Ltd (and Lease Planners) and the Client) the absolute property of CP Creative Ltd (and Lease Planners) or its subcontractors and no rights in such property are granted to the Client save for a non-exclusive licence to use the Content for the purposes contemplated by the Contract.

33. The Client shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of CP Creative Ltd (and Lease Planners). In particular, the Client shall not be entitled to transfer or assign any Content to a third party, including to other property agents, without the prior written consent of CP Creative Ltd (and Lease Planners)

34. The Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of the Contract shall supersede any previous agreements.

35. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy and waives all rights in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract as a warranty or a representation.

36. When the Client enquires about CP Creative Ltd (and Lease Planners) services and/or becomes a client of CP Creative Ltd (and Lease Planners) the Client's name and contact details may be entered onto CP Creative Ltd (and Lease Planners) database and client relationship management system. From time to time CP Creative Ltd (and Lease Planners) and its IT and marketing consultants, may use this information for direct marketing purposes in connection with the business interests of CP Creative Ltd (and Lease Planners) but the Client's information will never be transferred to other third parties unless prior permission has been obtained. The Client shall have the power to remove its details from the database and client relationship management system at any time by emailing sales@cpcreative.co.uk.

37. Subject to conditions 6 and 38, no variation to the Contract shall be effective unless made in writing and signed by or on behalf of the parties.

38. CP Creative Ltd (and Lease Planners) reserves the right to amend these terms and conditions from time to time and will post the current version on its websites at www.CPcreative.co.uk.

39. Nothing in the Contract is intended to confer on any person any right to enforce any term of the Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

40. CP Creative Ltd (and Lease Planners) shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of CP Creative Ltd (and Lease Planners) obligations under the Contract if the delay or failure was due to any circumstances beyond CP Creative Ltd (and Lease Planners) reasonable control.

41. If any provision of the Contract is declared void or unenforceable by any court or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.

42. Any notice given under the Contract must be in writing and sent by pre-paid first class post to the parties' respective addresses and will be deemed effectively served on the second business day following the day of posting. CP Creative Ltd (and Lease Planners) address for notices is Manor House, 6-10 St Margaret's Green, Ipswich, Suffolk, IP4 2BS.

43. The construction, validity and performance of the Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.