

Click Media Group – Damage Policy

1. Introduction

1.1 Purpose of this Policy

This Damage Policy sets out the terms and conditions under which Click Media Group ("Click") addresses and resolves damage claims related to its property marketing services. Click provides professional photography, videography, virtual tours, and related marketing services, during which its contractors may enter multiple properties daily.

Click operates as an intermediary between estate agents, property owners, and contractors, and while our team is trained to handle properties with the utmost care, we acknowledge that damage allegations may arise. This policy establishes clear guidelines regarding Click's liability, investigation process, exclusions, and the resolution of claims.

1.2 Agreement to Terms

By using Click's services, clients, property owners, estate agents, and all associated parties expressly agree to the terms set forth in this policy. This policy supersedes any verbal assurances, previous agreements, or external representations regarding damage responsibility.

2. General Principles of Liability

2.1 No Automatic Acceptance of Liability

Click does not automatically accept liability for any damage reported following a service. Each claim is assessed on a case-by-case basis using an **evidence-based investigation process** (outlined in Section 4).

2.2 Client's Burden of Proof

Any party making a damage claim bears the responsibility of proving that:

1. The damage did not exist before Click's contractor entered the property.
2. The damage was **directly caused** by the actions of Click's contractor during service delivery.
3. No other party (including tenants, cleaners, estate agents, property maintenance staff, or other visitors) could have caused the damage.

Failure to provide sufficient evidence (as detailed in Section 4) will result in the claim being rejected.

2.3 Click's Limited Scope of Responsibility

Click is only responsible for **physical damage directly caused by its contractors** where clear evidence of negligence is established. Click is **not responsible** for incidental damage, pre-existing damage, indirect losses, or damage resulting from environmental or structural issues (see Section 3 for exclusions).

2.4 No Liability for Third-Party Presence or Subsequent Events

If any third party (including estate agents, property owners, tenants, or other contractors) is present during or after Click's visit, Click is **not responsible** for any damage unless **irrefutable evidence** proves that Click's contractor was solely responsible.

3. Exclusions & Limitations of Liability

Click **expressly excludes liability** for the following categories of damage:

3.1 Pre-Existing Damage

Click is not responsible for any damage that existed prior to its contractor's arrival. Examples include but are not limited to:

- **Scuffs, cracks, chips, or marks** on floors, walls, ceilings, or furniture.
- **Loose fixtures, fittings, or objects** prone to breakage.
- **Pre-existing structural defects**, such as weak plaster, unstable bannisters, or faulty door hinges.

Click's contractors are not required to inspect properties for pre-existing damage but may document any observed issues at their discretion. The **absence of a contractor's report on pre-existing damage does not imply Click's liability** for later-reported damage.

3.2 Incidental Damage from Standard Operations

Click's services involve standard industry equipment and operational procedures. Click is **not responsible** for minor incidental damage, including but not limited to:

- **Pressure-related indentations on flooring** caused by tripods or other equipment.
- **Marks or scuffs from repositioning furniture** at the client's request.
- **Damage resulting from pre-existing weaknesses**, such as:

- Blinds falling when raised due to poor installation.
- Shelves detaching when adjusted due to weak fixings.
- Cracks appearing in plaster due to existing structural vulnerabilities.

3.3 Indirect or Consequential Losses

Click **excludes liability** for any indirect, economic, or consequential losses arising from alleged property damage, including but not limited to:

- **Loss of rental income** due to delays in property marketing.
- **Temporary accommodation costs** incurred by tenants or property owners.
- **Depreciation of property value** due to minor aesthetic damage.
- **Legal fees or dispute resolution costs** associated with damage claims.

3.4 High-Value, Fragile, or Unique Items

Click is **not responsible** for damage to **antiques, artworks, rare furnishings, or fragile items** unless:

1. The client **explicitly notifies Click in writing** before the service.
2. Click **formally acknowledges acceptance of responsibility** in writing.

Clients are responsible for securing delicate or high-value items before Click's arrival.

3.5 Unreported or Late Claims

Click requires that all damage claims be submitted **within 24 hours** of service completion. Claims submitted after this timeframe will be **automatically rejected**, unless the client provides:

- Compelling evidence that Click's contractor was the **last person to enter the property** before the damage was discovered.

4. Investigation & Resolution Process

4.1 Required Evidence for Claims

Click will only consider claims where the client provides:

- **Photographic evidence** of the damage, preferably with before-and-after images.
- **Time-stamped proof** of when the damage was discovered.
- **Statements from witnesses** who were present at the time of service.
- **Confirmation of property access records**, including whether third parties entered the property after Click's visit.

Failure to provide sufficient evidence will result in claim rejection.

4.2 Investigation Steps

Once a damage claim is received, Click will:

1. **Review all evidence** submitted by the client.
2. **Consult the contractor involved**, requesting their account of events.
3. **Examine internal records**, including job notes and photographs taken during the service.
4. **Make a final determination** within **24–48 hours**, depending on the complexity of the claim.

4.3 Repair & Compensation Terms

If Click **accepts liability**, the resolution will be at Click's sole discretion and may include:

- **Repair of the damage** using Click's approved tradespeople.
- **Replacement of the damaged item** (subject to Click's right to retain ownership of the replaced item).
- **Monetary compensation**, but only where deemed necessary by Click.

If Click **does not accept liability**, the claim will be formally closed with no further action taken.

4.4 Appeals Process

Clients may appeal Click's decision **within 7 days** by submitting new and compelling evidence. Appeals submitted after this period will not be considered, and Click's decision will be final.

5. Legal Disclaimer & Indemnity

5.1 No Warranties on Repairs

Click does not provide **warranties or guarantees** for third-party repair work arranged as part of a damage resolution. Any disputes regarding repair quality must be taken up directly with the repair provider.

5.2 Client Indemnity

Clients agree to indemnify and hold Click, its employees, and contractors **harmless** from any claims, losses, or legal actions arising from:

- **Pre-existing damage** at the property.
- **Structural weaknesses** causing damage.
- **Third-party actions** before, during, or after Click's visit.

5.3 Limitation of Liability

To the **maximum extent permitted by law**, Click's total liability for any damage claim shall not exceed **the total fee paid** for the service in question. Under no circumstances shall Click be liable for **any indirect, special, or consequential damages**.

6. Acceptance of Terms

By using Click's services, clients acknowledge and agree to the terms of this Damage Policy.