

TERMS AND CONDITIONS

Company Details

BM4YOU, S.L. Sociedad de Responsabilidad Limitada (S.L.)

NIF: B21945142

Registered Address: Calle los Tamarindos, 2, 29640 Fuengirola, Málaga, Spain

Registered in: Registro Mercantil de Málaga (Folio electrónico, Inscripción 1, Hoja MA-189947)

Contact: contact@bm4yousl.com

1. General Terms

These Terms & Conditions govern all services provided by BM4YOU, S.L. (“Provider”). By booking, confirming, or purchasing any service, the client (“Client”) acknowledges and accepts these Terms & Conditions.

2. Scope of Services

BM4YOU, S.L. offers services including but not limited to:

- Video production and photography
- Real estate, hospitality, and lifestyle media
- User-generated content (UGC)
- Marketing, advertising, and brand management consulting
- Audiovisual project management

The specific scope for each project will be agreed in writing (proposal, quotation, or invoice).

3. Booking, Deposits & Payments

- A booking is confirmed only upon written acceptance and/or deposit payment.
- Unless otherwise agreed: 50% deposit at booking, 50% upon delivery.
- All fees subject to 21% IVA (VAT).
- Payments must be made via bank transfer or another agreed method.

- Late payments beyond 14 days may incur a 5% surcharge.

4. Cancellations & Rescheduling

- Client cancellation:
 - More than 7 days before shoot → Deposit retained.
 - Within 7 days → 50% of project fee due.
 - Within 24 hours / same day → 100% fee due.
- Provider rescheduling: possible in cases of illness, force majeure, or unsafe conditions. Deposits apply to the new date.

5. Aerial (Drone) Services & Weather Conditions

- Drone operations depend on suitable weather.
- BM4YOU, S.L. decides conditions' suitability.
- If aerial services cannot be performed due to weather, cancellation fees apply according to Section 4.
- Provider may refuse unsafe operations.

6. Intellectual Property & Licensing

- All deliverables remain BM4YOU, S.L. property until full payment.
- After payment: Client receives a non-exclusive, non-transferable, royalty-free license for agreed uses (website, social media, advertising).
- Resale, sublicensing, or TV/cinema use requires a separate license.
- BM4YOU, S.L. may use deliverables for its portfolio unless Client objects in writing.

7. Travel, Accommodation & Expenses

- Travel, meals, permits, accommodation billed to Client unless agreed otherwise.
- Costs will be communicated in advance.

8. Client Responsibilities & Location Access

- Client ensures all required permissions for filming/photography at the chosen location.
- BM4YOU, S.L. not liable for delays or interruptions caused by lack of permits.
- Provider not responsible for moving or protecting personal property.

9. Creative Direction & Revisions

- Client representative should attend shoot.
- If absent, Provider's creative judgment is final.
- Two (2) rounds of revisions are included. Extra revisions or changes beyond the agreed scope will be billed separately.
- Revision requests must be made within 72h of delivery.

10. Delivery & File Storage

- Standard delivery: download link/cloud.
- Typical delivery timeframe: 7–14 business days, unless otherwise agreed. Final delivery deadlines will be confirmed individually for each project.
- Files stored 30 days only. Client must back up.

11. Liability & Limitations

- BM4YOU, S.L. will always aim to deliver services on time and to the highest professional standard. However, we cannot be held responsible for delays or disruptions caused by factors beyond our control (such as weather conditions, strikes, illness, or issues with third-party suppliers).
- In the unlikely event of a dispute, our total liability is limited to the amount paid by the Client for the specific project.
- While our work is designed to support your brand and business, we cannot guarantee specific commercial results (such as increased sales, online views, or engagement).

12. Refund Policy

- Deposits non-refundable.
- After delivery, no refunds.
- If files are lost before delivery: reshoot or refund.

13. Confidentiality

Both parties agree to confidentiality of sensitive business/personal information.

14. Data Protection (GDPR Compliance)

BM4YOU, S.L. processes personal data in compliance with GDPR & Spanish law.

- Purpose: project management, invoicing, communication.
- Data not shared unless legally required.
- Clients can request access, correction, or deletion via contact@bm4youssl.com.

15. Governing Law & Jurisdiction

Spanish law & EU regulations apply. Disputes resolved in Málaga courts.

16. Acceptance of Terms

Booking or purchasing services = acceptance of these Terms & Conditions.

17. Contact

For questions about this terms & conditions, send email at contact@bm4youssl.com.