

# Viewpoint 360

## Terms & Conditions

### **1 Photography / Production / Post Production / Duplication / Output**

All orders placed with Viewpoint 360, by and for the account of the Customer, are subject to the following terms and conditions.

### **2 Cancellation & re-scheduling**

Notification of a cancellation or project re-schedule must be sent to [bookings@viewpoint-360.co.uk](mailto:bookings@viewpoint-360.co.uk). There will be no cancellation or rescheduling fee, provided we receive a cancellation or reschedule email with a minimum of 3 working days (72 hours) notice.

**2.1** If cancellation or rescheduling notice of 24 to 72 hours is given, this will incur a 50% cancellation fee. Cancellations or reschedules with less than 24 hours prior to scheduled arrival will incur the full (100%) of quoted price for the project. Please note: Viewpoint 360 make every attempt to resell cancelled time, in the event of resold time cancellation charges will not apply.

**2.2 Weather conditions.** The weather may influence the scheduling of a shoot. Should a shoot require outdoor virtual tours and/or photography, it is the client's responsibility to monitor the weather forecast and give Viewpoint 360 the appropriate cancellation notice in accordance with the terms outlined above. We recommend using the BBC 5 day weather forecast. If good weather is absolutely essential for a shoot then it is the client's responsibility to monitor the weather forecast and make a booking request based upon the client's findings/forecast. Due to weather dependant shoots often requiring short notice bookings, Viewpoint 360 cannot guarantee it will be able to accommodate a client's request.

**2.3 Date reservation.** When a client requests that a day, or several days are reserved for a potential booking the Viewpoint standard policy is to note the dates on the company diary system. Such reservations will be held until confirmation of the date(s) or until 10 working days before the date(s). When there are less than 10 working days before the reserved dates then these days will then no longer be reserved for that client unless a booking confirmation and 50% advanced payment is made.

### **3 Terms of payment**

Viewpoint 360 standard payment terms require 50% payment prior to a project commencing. This payment must have cleared and

entered the Viewpoint bank account 5 working days prior to the scheduled time our employee is due to arrive on-site.

**3.1** On completion of a project the client will be invoiced for the final amount. This invoice must be paid in full within 30 days of the date of the invoice. Interest charges of 1.5% per month shall accrue on accounts outstanding more than 30 days. These are the Viewpoint 360 terms of payment, by agreeing to commence in business the client is agreeing to the above conditions of payment.

**3.2** In the event of non payment, Viewpoint 360 retains ownership of all materials produced and reserves the right to repossess materials (physical or virtual).

**3.3** Quotations stand valid for 28 days from supplied date.

**3.4** Flights, vehicle rental and accommodation must be paid for in full by the client either direct to the supplier (airline/travel company etc.) or to Viewpoint 360 at least 5 days prior to a shoot commencing.

**3.5** Additional expenses that have not been identified prior to the project commencing; such as parking, accommodation etc will be charged on final invoice if not included in initial quote.

#### **4 General Liability**

The Customer shall indemnify and hold Viewpoint 360 harmless from all suits, claims, demands and other liabilities (including reasonable council fees) arising out of, or in connection with, any goods or services furnished by Viewpoint 360. Viewpoint 360 shall not be liable for any loss of any kind due to delays or failure in performance by it or any other agency.

#### **5 Technical**

**Hosting** - A client's virtual tour will be hosted using the standard Viewpoint 360 template with either floor plans (if supplied by client) or images for navigation. Viewpoint 360 will add a client's logo and colours to the template. These shall be copied from the client's website. Should the client require any changes to the standard template (please request an example if unsure) there will be an additional charge.

**5.1** When hosting or supplying virtual tour files, the standard virtual tour window size will be 780 x 330 pixels. All virtual tours will be displayed using the Viewpoint 360 Flash viewer. If the client requires anything other than the standard viewer this will incur an additional charge.

**5.2 Hosting Charges** - Hosting (up to 1GB of bandwidth per month) is free for 1 year from the date the virtual tour link was sent to the client. Thereafter the client will be requested to pay £50 per year if the virtual tour is to remain live.

1 GB equates to approximately 2000 visitors per month (depending on number of movies the individual views per visit). The majority of Viewpoint clients will not use more than 1GB. 1GB to 5GB of bandwidth usage per month will be charged at £10 per month, payment in advance for 6 month minimum period is required. 5GB to 10GB is charged at £20 per month, 10GB+ is POA.

**N.B.** Viewpoint 360 reserves the right to amend a hosted virtual tour web address at any time. In the event of web address change for a virtual tour, you will be notified by e-mail and may need to amend the any links to your virtual tour page. Viewpoint 360 supply no remuneration for costs incurred in changing this link.

**5.3 Client web developers** - Occasionally Viewpoint 360 may supply a client's web-developer with code or technical information. Help in addition to supplying code such as, fault finding, help with code or scripting, de-bugging etc. will incur an additional charge of £50 per hour, Minimum charge £50.

**5.5 Photography** - A standard photography package includes up to a maximum of 24 photographs. The Viewpoint 360 photographer may feel that fewer shots will cover all the available angles and compositions of a property/project/product/facility. A wide angled photograph will be taken of each location requested (as standard). The package also includes artistic photographic shots. The composition of these shots will be at the discretion of the Viewpoint photographer, unless specified by the client via email 48 hours prior to the the project commencing. Should the client insists upon the full 24 shots being taken, the client must submit a shot description document via email 2 working days (48 hours) prior to the Viewpoint 360 photographer's on-site appointment. This document will clearly outline each of the 24 shots required. The client must state if RAW files for stills are required. If the intended image output is to be larger than 5000x2500 @180 DPI the client must state this prior to a shoot.

## **6 On-site Time allowance**

**Virtual tours** - Our photographer will take a maximum of 20 minutes per room/location within a building. A typical 6 movie shoot will be complete within

2 hours. Should you require our photographer for longer than the average of 20 minutes per movie then we will have to charge a standard rate of £50 per hour thereafter. After 20 minutes per movie the minimum charge for an overrunning shoot

is £50 per hour. A shoot that over-runs by 30 minutes will incur the same £50 charge as a shoot that overruns by 1 hour.

**6.1** If, during the planning stages a client feels it is likely a shoot is going to take more than an average of 20 minutes per movie/location then the client must notify Viewpoint 360 prior to the shoot commencing. Should the client fail to notify Viewpoint 360 of a shoot overrun until the day of the shoot, the client will be charged £50 per hour that the shoot has overrun by. Note: Shoot Overruns are most commonly due to poor scheduling by the client and lack of preparation. Efficient pre-scheduling and preparation will save the client money.

**6.2** Important note: If a client's project is charged at £800 or more (excluding VAT & excluding travel expenses), this warrants a full day, 8 hour (9am until 5pm with a break) shoot. Sometimes Viewpoint 360 will also be on-site with other duties such as taking professional photography. On a multi-disciplined shoot the rule of 1 hour per £100 charged applies. Eg. A project charged at £600 (excluding VAT & excluding travel expenses) warrants 6 hours on-site with a client. Often the on-site aspect of a project will exceed £800 and yet take less than 1 day. In general the post production element of our projects (carried out in our studio) will take a considerable amount of time. The on-site & post-production elements of a project are often completely disproportionate in terms of duration.

**6.3** Hours of work - Should a shoot fall outside the hours of mon-fri, 9am to 5pm the client must notify Viewpoint prior to a project commencing. Without notification there may be an additional charge on top of the standard surcharge. If a client wishes for a shoot to take place outside the normal working hours of 9am to 5pm or wishes to shoot on a Bank Holiday, a Saturday or a Sunday, there will be an additional minimum £150 surcharge. This surcharge does not cover payment for accommodation, transport or any other expense. All such expenses will be charged in addition to the £150 surcharge.

**6.4** Unless otherwise stated, each project quotation assumes any on-site aspect of project can be completed within a single (eight hour) day, between the hours of 9am and 5pm and not split between 2 or more days.

**6.5** Early project starts. Should a client require a shoot to begin at a time that requires the Viewpoint photographer to leave Manchester before 7am it is deemed reasonable for Viewpoint 360 to request that the client provides adequate accommodation for the night before the shoot to ensure the photographer is fresh and that a prompt start can be made.

**6.7** Additional Movies on-site: On occasion, the capture of areas in addition to those scheduled may be requested by the client when on-site. Where possible the Viewpoint photographer will try to accommodate such requests. Additional

movies will not be automatically processed. Should the client wish to view the additional movies there will be a standard preview charge. Should the client be happy to proceed with the processing of the additional movies then the standard additional movie charges will apply.

## **7 Project duration**

Viewpoint 360 must be protected against a client's delayed feedback, which can ultimately postpone the completion date of a project. 2 months after the initial email from a client expressing intent to begin a project, or 2 months after a Viewpoint 360 representative has spent his first day on-site for a client, the full amount for a project will be invoiced. Full payment will be required in line with our standard payment terms.

**7.2 Standard turnaround.** Viewpoint 360 aim to turnaround virtual tour projects within 7 working days of on-site capture, with the first working day being the day after capture. Please specifically state any deadlines you may have and ensure you receive a confirmation email from your Viewpoint 360 project manager regarding the agreed completion date of your virtual tour.

**7.3 Project delays.** Viewpoint 360 cannot be responsible for delays to any element of a project that is out of the control of Viewpoint 360.

**7.5 Delayed project completion.** Viewpoint 360 projects are often a single element that is part of a whole project (ie new website or website update). On occasion Viewpoint will require information from the client or a third party in order to fully complete a project (2 example scenarios - The latest branding for a template is not completed by a third party but is required to complete a project or completing a project may involve re-sizing a virtual tour window when the client website is completed at a later date. Regardless of the item Viewpoint 360 are waiting for, once at the stage where Viewpoint 360 have completed as much work as possible an invoice will be issued regardless of whether there are outstanding elements that must be changed. Viewpoint 360 will expect payment in line with the usual terms and in good faith will complete the remainder of the project.

## **8 Disclaimer**

Viewpoint 360 apply past experience and knowledge to all projects. Lighting levels, exposures, locations, angles and all factors of image composition, capture and production are at the photographer's discretion, unless explicitly stated in writing or via email by the Client prior to a project commencing. Viewpoint 360 will apply as standard a branded 'mirror ball' to the 'nadir' (bottom) of a virtual tour. Where

requested Viewpoint 360 will use Photoshop re-touching skills to 'patch in' the ground beneath the tripod's location at an additional charge of £25 per tour however, please be aware that with certain floor coverings such as tiling, patterned carpet and wood/laminate, 100% satisfactory re-touching may not be achievable.

## **9 Copyright**

Copyright law, as quoted below (9.2), suggests that reproduction rights remain the property of Viewpoint 360. However, strictly upon request and on a 'project by project' basis, Viewpoint 360 may be prepared to review it's position regarding copyright law for certain projects. Under special circumstances Viewpoint 360 may be prepared to licence materials for client use. In such circumstances it is the client's responsibility to seek email confirmation of such a licence agreement.

Viewpoint 360 reserves the right to be credited for work wherever it may be displayed. See note 9.1 below.

**9.1** Client web pages or media containing Viewpoint 360 images must state "Copyright © (year) Viewpoint 360" either within the supplied images or beside aforementioned images, minimum specification; Arial, font size 9 (white colour preferable - dependant on background). Any unauthorised production may incur legal proceeding to recover loss of earnings. Stated In accordance with Copyright, Design and Patents Act 1988:

**9.2** The Law gives creators rights to control the ways in which their material may be used. The rights cover: broadcast and public performance, copying, adapting, issuing, rental and lending copies to the public. Types of work protected: Photography, architecture, technical drawings / diagrams, logos. Copyright is an automatic right and arises whenever an individual or company creates a work. To qualify, a work should be regarded as original, and exhibits a degree of labour, skill or judgement. Normally the individual or collective who authored the work will exclusively own the work. Freelance or Commissioned work will usually belong to the author of the work, unless there is an agreement to the contrary, (i.e. In a contract of service). Copyright notices: The notice should be obvious and legible, and if applicable, (e.g. Websites) the notice should appear on every page. Mark any copies of your work with a notice, on the body of the work. The notice should take the form of: The actual term "copyright". The copyright symbol "©". The year. The name of the owner (individual, collective or organisation).

e.g. "Copyright © (year) Viewpoint 360"

#### **10 Shipping (as applicable)**

All materials will be shipped to and from Viewpoint 360 at the Client's risk and expense.

#### **11 Customer Supplied Materials (as applicable)**

In the event of a client supplying old and / or imperfect images or materials to be used by Viewpoint 360 in production of goods or services, Viewpoint 360 will not be responsible for the quality resulting from the use of such materials.

#### **12 Warranty**

As the intrinsic value of the Customer's final product clearly bears no relationship to the charges for photography, post production, duplication and other services, Viewpoint 360 assumes no responsibility for the loss or damage from any cause whatsoever, including loss resulting from negligence of Viewpoint 360 employees. Should a product be found to be defective, Viewpoint 360 will make every effort to repair or replace such defects assuming physical materials are returned (as applicable) and written notification is given within 10 days of receipt of physical or virtual goods. Customers waive any claim for adjustment in billing which is not timely and presented according to the provisions of this paragraph.