



## Virtual Villa's Trading Terms and Conditions

### **1. Introduction**

**1.1** The terms contained on this page (Trading Terms) apply to all transactions for the purchase of products and services (each a "Service" or, two or more, the "Services") from the Site or as a result of contact with Virtual Villas (the "Business" or "VV"). By ordering any Services from our Site or from the Business you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between you and us and can only be amended with our consent. You can print a copy of these Trading Terms by selecting the "PDF download" option from Terms and Conditions page of our site in your browser they can be printed off at your discretion.

**1.2** We reserve the right to change these Trading Terms from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

### **2 Order Acceptance Policy**

**2.1** VV reserves the right at any time to accept or refuse service and sales for any reason. VV reserves the right to require additional verifications or information from the purchaser before accepting any order or providing services. You agree that the receipt by VV of an electronic or printed message or an order form does not indicate acceptance of the purchaser's order, neither does it constitute confirmation of VV's offer to sell.

**2.2** The Client acknowledges and agrees that title ownership of all ordered products shall remain with VV until the full purchase price for the same has been satisfied to VV.

The Copyright to the images, video and 3d/VR tours will remain the property of VV unless unless stated in the written quotation otherwise will be covered by Clauses 9 and 10 of these terms and conditions.

### **3. Quotations**

**3.1** Written quotations, submitted to the client through email, text or letter, are valid for 30 days and will be supplied for all work on receipt of a clear and accurate written brief from the Client. Written briefs are required to ensure photographic objectives are well defined for both the Client and VV and to avoid errors. The brief may need to include, but is not limited to, full postal address with postcode, maps, site plans with boundaries and the North compass bearing clearly marked, Ordnance Survey Grid references (6-figure) and any other material required to accurately identify the site from the air.

**3.2** The quotation and fee will be inclusive of all preparatory work, provision of any written documentation (eg. Method Statements and Risk Assessment where required) or permission required (e.g. by the Civil Aviation Authority, Air Traffic Control, Police and relevant landowners), travel and accommodation (where necessary) and post-production processing work (not normally included) and digital delivery of images. For UAV work, unless otherwise stated, the quotation will be for the amount of aerial photography reasonably achievable within one day.

**3.3** The fee quoted will reflect the proposed uses of the images, as stated by the Client, for which Full Personal, and Limited Business Reproduction Rights may be granted. A series of assignments is treated as a set of individual contracts. Additional Reproduction rights may be negotiated at the time of quotation, or a future date.

**3.4** Virtual/3D Tours cannot be transferred will remain the property of VV, as they have to be run off our 3rd party leased servers. These Virtual tours will be available to use by client for quoted fee as they see fit on any website, email, or social media platforms, as long as the hosting fees have been paid and/or are in the process of renewal.

**3.5** The UAV Operator may request changes if it is determined that any flight operation could impair the operational safety of the equipment, persons, property or violate any laws.

**3.6** VV reserve the right to remove these rights, for images, video and tours if any of the images, video or Tours are being used for illegal purposes, with no prior notification or refunds.

#### **4. Payment Terms**

**4.1** Terms of payment are within the Business's sole discretion, and, unless otherwise agreed to in writing through email, text or letter, by the Business, full payment (including any applicable taxes) is due either in full before the first day of shooting, or immediately after it.

**4.2** In the case of work being required by the client to be done in phases, VV reserves the right to partially invoice at stages. VV reserves the right to hold future work till past work invoices have been settled. VV reserves the right to add statutory Late Payment Interest (Base Rate + 8%) to overdue accounts [Late Payment of Commercial Debts (Interest) Act 1998].

#### **5. Site**

**5.1** If a site survey is required prior to the quotation, the cost will be agreed and invoiced in advance. The Client must confirm in writing via email, text message or letter, that it has permission to access the ground that will be used to take off and landing.

#### **6. Cancellation by Virtual Villas**

**6.1** If VV cannot fly due to adverse weather conditions or mechanical failure, and the photoshoot cannot be rescheduled, VV will refund all advance monies paid for from the time the cancellation occurs. Costs incurred prior to the affected day such as paid-for site visits and meetings are excluded and remain due for payment.

**6.2** If VV cannot fly due to reasons that only become evident once on site or for reasons that VV was not advised of beforehand then the full cost will remain due for payment. VV may, at its sole discretion, offer a discount on a reshoot should one be scheduled.

## **7. Cancellation by the Client**

7.1 Notice of cancellation by the Client must be received in writing by VV, either through email, text or letter, and the Notice is not valid until confirmed in writing by VV, using the same method as the notification arrives in.

Cancellation fees are payable according to the following schedule:

7.1.1 Prior to any or all payment being paid – Nil.

7.1.2 Following payment and more than 2 (two) days notice – 50% of the agreed fee less any payment already made.

7.1.3 Following payment and 2 (two) days or less notice – 100% of the agreed fee less any payment already made.

7.2 Notwithstanding the above schedule, if any costs have been incurred by VV following written instruction from the Client (for example, but not limited to an agreed Site Survey cost) these costs will remain due for payment in full.

## **8. Photographic Material Supplied**

**8.1** Drone Captured footage - Still photographic material will be supplied as unedited images. Video material will normally be supplied as unedited rushes. Unless otherwise agreed and quoted, little to no editing will have been done by VV when the imagery is supplied.

**8.2** 3D Virtual tours will be supplied as completed packages ready for use including showcase reel that may or may not contain video or information bullet points as specified by client, and the onus is on the client to supply accurate and true information for these points. It will be valid from the point when the invoice is paid till the hosting package expires.

The HD still Images of the inside of a property, created and sent to the client within this “virtual” package, ***Will be entirely the clients own to do with as they wish and will not be subject to any of the copyright or reproduction rights mentioned elsewhere in the terms.***

**8.3** Retouching, digital manipulation and general editing of images and videos is available at an additional cost, when feasible, of if quoted in the first instance

**8.4** All original photographic material, with the exception of the images mentioned in Clause 8.2, remains the property of VV.

## **9. Legal Reproduction Rights, Moral Rights, Copyright and Property Misdescriptions Act 1991**

**9.1** Limited Reproduction Rights of the commissioned material passes to the Client upon full settlement of the final invoice. This allows reproduction for all uses stated on the quotation from the Business. By default and in the absence of any stated use, this will be 'General Marketing'. General Marketing use excludes use for 'merchandising' (e.g. reproduction of an image for promotion on goods for resale), for which an additional fee will need to be negotiated.

**9.2** Unless agreed in advance, use of the images by any third party (including, but not limited to, newspapers, magazines, book publishers, television, film and the Internet) will only be granted following written permission from VV. This will incur a negotiated Reproduction Fee.

**9.3** Subject to Paragraphs 9.1 and 9.2, above, the following two exceptions do not need advance written permission from VV:

i. Any third party working directly for the Client such as a Company creating publicity material for the Client incorporating the commissioned material in a General Marketing way.

ii. Newspaper Editorial Content for a news item about the Client provided that the text "Photograph (C) Virtual Villas" is clearly visible adjacent to the image for printed content and for online content the aforementioned text is clearly visible and all the text hyperlinks to Virtual Villas Home Page (<https://www.virtualvillas.co.uk/>).

**9.4** We abide by the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008. We will not alter our images to deliberately mislead the viewer. We remind users of our images that publishing old images (which were taken much earlier when the views were significantly different), without indicating capture date, could be misleading. Both of these activities may be considered as offences under these Regulations.

## **10 Licensing**

**10.1** VV grants the Client an exclusive licence to use the commissioned material as agreed in clause 9.1 for a period of 12 months from the date of delivery of the commissioned material from the Business to the Client or from the date that full payment has been received by the Business from the Client for the commissioned material, whichever is the later. This can be renewed by client for an additional period at the end of the term either by renewing the Hosting package as quoted on site or by mutually agreed fees being paid.

**10.2** After the period of the licence as stated in Clause 10.1 has expired:

**10.2.1** VV grants the Client a non-exclusive licence to use the commissioned material in perpetuity and in agreement with Clauses 9.1, 9.2 and 9.3. unless it requires hosting by a 3 party as is the case of a 3d or virtual tour, then hosting fees must be paid to continue with the material rights and

**10.2.2** The Client agrees that VV may use the images and that VV may also licence the images to third parties without reference to the Client, unless specified and invoiced for in the initial brief.

## **11. Limitation of Liability, Weather, Force Majeure, Act of God and Other Constraints**

**11.1** As with any outdoor location photography, a successful outcome depends upon suitable weather conditions. A decision to photograph on a particular day is normally delayed to the last practical moment to maximise the chance of suitable weather. Should the weather on the day not be as forecast and the assignment needs to be postponed, or there is some other reasonably unpredictable reason why the work could not be completed, then either there will be no additional charge to the Client for a return visit to complete the work or the Client can request a full refund of monies paid to VV in respect of the cancelled time. No refund will be made for any chargeable preparation work already carried out.

**11.2** The UAV and camera can weigh up to 20kg. Whilst the UAVs have built-in self-stabilising measures, they are flying platforms and subject to movement by the wind and will tilt whilst being held against the wind. This may impact on the image quality, steadiness and the angle of the picture(s). VV will endeavour to obtain the best quality pictures for the conditions. However, the images and video are not guaranteed to be steady and of broadcast standards (for instance). In the event of this type of footage we will endeavour to render it through software to improve the quality and send both copy's to client, and this will be deemed to have been sufficient for completing the contract.

**11.3** If the work could not be completed due to Client reasons (e.g, but not limited to, lack of access or unscheduled site activity etc), the Client may be charged to recover costs and time.

**11.4** VV will always endeavour to complete its assignments by proposed completion dates. However, due to weather and other operational constraints, VV cannot guarantee completion on or by any specific date. It, therefore, cannot be held responsible for any missed publishing or other deadlines or any consequential costs involving the timing of the commission.

**11.5** The completion of work may be subject to alteration or cancellation due to cause or causes beyond the Business' control. Certain requested shots from specific locations, directions and heights, quoted to be undertaken, may not be possible on the day for various operational reasons. In this case, the best possible alternative shot(s) will be supplied, and these will be deemed to fulfill the contract.

**11.6** Battery limitations mean that each flight will last a maximum of approximately 28 minutes. This will normally generate up to 24 minutes of photographically usable flight time. After this time, the UAV must descend for a battery change.

**11.7** In exceptional circumstances, VV may not be able to completely fulfil or complete a contract at all. In these cases, it will refund part or all of any deposit received and not accept any other liability. In any event, the liability of VV will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

**11.8** VV does not accept liability for errors resulting from incomplete or inaccurate instructions from the Client's written brief, nor for delays or restrictions caused by Air Traffic Control, CAA or the Police or similar bodies.

**11.9** Whilst back-up copies of images are often kept, VV accepts no responsibility nor liability for maintaining archive copies of photographic material after the work has been delivered to and accepted by the Client.

**11.10** VV has all necessary insurances, including Public Liability Insurance, with an indemnity of up to, but not limited to, 1 million GBP. This will be through an approved and accredited insurer.

**11.11** VV does not accept liability for errors resulting from incomplete or inaccurate instructions from the Client's written brief, nor for delays or restrictions caused by third parties.

**11.12** VV and its employees and agents shall be under no liability for any injury, loss, or damage of any kind whether direct, consequential or special and howsoever caused resulting from or arising out of or incidental to:

**11.12.1** Any negligence on the part of VV or its employees (except insofar as the same causes death or personal injury) or:

**11.12.2** VV's performance of or failure to perform or breach of any of its express implied obligations under the contract.

**11.13** The Client shall indemnify the Business against any liability whatsoever (including any liability based on the negligence of the Client) which it may incur resulting from any claim made against the Client by any third party.

**11.14** We accept no liability for delay or non-fulfilment of any term of the contract caused wholly or in part by "force majeure", which expression shall be deemed to include war, strikes, lockouts, accidents, fire, scarcity of materials or any other cause or causes not within the Business' direct control.

## **12. Modifications to the Services and Prices**

**12.1** Prices for VV's products are subject to change without notice, but not after a quote is accepted by client, as long as the information supplied by client is accurate and true as required in **Clauses 3 and 5**.

**12.2** VV reserves the right at any time to modify or discontinue a service (or any part or content thereof) without notice at any time.

**12.3** VV shall not be liable to the Client or to any third party for any modification, price change, suspension or discontinuance of a service.

## **13. General Conditions**

**13.1** No failure or delay on the part of VV to exercise its rights under the contract shall operate as a waiver thereof nor shall any single nor partial exercise of any such right exclude any other or further exercise thereof. Any waiver of a breach of any provision of the contract shall not affect VV's rights in the event of any further or additional breach or breaches.

**13.2** Notwithstanding termination of the contract these Conditions shall continue in full force and effect for so long as is necessary after such termination to give full effect to the provisions contained in these Conditions.

**13.3** The contract shall be construed in accordance with UK law which shall be the proper law of the contract and the UK Court shall have sole jurisdiction in relation to the provisions contained in these Conditions.

**13.4** The clause headings in these Conditions are for convenience only and shall not affect the interpretation hereof in any way whatever.

**13.5** Each and every obligation contained in the clause or sub-clause of these Conditions shall be treated as a separate obligation and shall be severally enforceable as such and the non-enforceability at any time of the clause or sub-clause of these Conditions shall not prejudice the enforceability of the remainder.

**13.6** These Conditions are stipulated by VV on its own behalf and on behalf of all its employees and agents and apply for the protection of all its employees and agents as for VV. The Client undertakes not to sue or make any claim whatever against any employee or agent of VV in respect of any alleged negligence or other default of that employee or agent in relation to the carrying out, failure to carry out or breach of any contract.

**13.7** The Client acknowledges and agrees by placing orders with VV that:

**13.7.1** This is a transaction into which both parties are freely entering.

**13.7.2** There are clauses contained in these Conditions which exclude, limit or modify the liability of VV and its employees and agents.

**13.8** The Client acknowledges that they have read this Agreement, and both understands and agrees with VV regarding all of the Terms and Conditions.

### **Validation of Agreement**

**Written acknowledgment by email, text or letter after having received a copy of these trading terms by Client can be construed as a digital signature.**

**Actual Authorized Signatures can be added below in Lieu or in addition to the above.**

**For Client:**

**For Virtual Villas: F Ivor Flett**

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**Date:**

**Date:**