

VR Vistas Terms and Conditions

Due to the changing nature of the Virtual Reality tour industry these Terms and Conditions may change. We will post any changes here and your continued use of the Service is indicative of the fact that you have accepted any changes we have made.

Ownership and Copyright

1. Copyright and Intellectual Property Rights of all content including applications, photographic material, images, graphics, HTML, XML, code, scripts, styles and tour design are taken as part of the Service and are owned by VR Vistas unless agreed in writing at the outset of the project.
2. You are allowed to download/backup/use on your various websites, VR Vistas' Production in its entirety and context as it was intended.
3. VR Vistas claims copyright ownership of all information stored on its Web site, unless expressly stated otherwise.
4. You must own the copyright or have explicit written permission to use all photographs and music you submit for inclusion inside your 360 Virtual Tour, HD video and Photo Video.
5. VR Vistas retains all rights as described in these Terms and Conditions when Tours are hosted on other sites.
6. VR Vistas' Tours hosted on other sites may not be altered in any way unless by written agreement in advance.

Disclaimer of Warranties

7. VR Vistas expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Services are provided on an "as is" and "as available" basis. VR Vistas makes no warranty that its Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, or error free or that defects will be corrected. VR Vistas does not warrant, nor make any representation regarding the use, or results of, any of the Services it provides in terms of their correctness, accuracy, reliability, or otherwise. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to you.
8. VR Vistas endeavours to provides tours that work on most desktop and mobile devices but cannot guarantee that their performances will be the same. As technology advances these aspects will improve.

Limitation of Liability

9. In no event shall VR Vistas be liable to anyone for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit or goodwill, for any matter, whether such liability is asserted on the basis of contract, tort (including negligence), breach of warranties, either express or implied, any breach of these Terms and Conditions, your inability to use the software or Services, your loss of data or files or otherwise, even if VR Vistas has been advised of the possibility of such damages. Our liability is limited to the full extent permitted by law. You agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the Services in dispute purchased from us.
10. VR Vistas accepts no responsibility for any loss or damage in the handling of the Customer's property, even if in unforeseen circumstances, whilst they are in custody of the Customers' Company.
11. The Company will aim to complete the work within a reasonable timescale to be agreed with the Customer. However, the Company cannot be liable for any delays which are outside its control.

Interruption of Services

12. All our tours are hosted on servers by a third party hosting company which has an excellent up-time track record. However, VR Vistas cannot be held responsible for third party interruptions to any Services.
13. VR Vistas cannot be held responsible for any changes to the way in which third parties (hardware providers, software providers, hosting companies etc) decide to operate.

Your Obligations

14. You are responsible for ensuring that all materials for display on the Web are permissible and comply with all relevant legislation.
15. For any work undertaken outside the UK, you must ensure that VR Vistas complies with any necessary regulations and obtains any necessary documents for the work to legally and safely take place.
16. If you require music, it is your responsibility to choose and supply a legal copy of the music to mount on the Internet for use in the tour. Royalty free low cost music is widely available on the Internet. MP3 format is acceptable. Note that music is included, if required, in Photo Video Tours.
17. Customers may supply Photo Videos, HD Videos or other digital media for inclusion inside a Tour, as appropriate. For these submissions the Customer must own the copyright or have written permission to use the videos for such purposes. The Customer must also seek permission for the inclusion of any trademarks, people or locations. The Customer agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Customer. Copyright information and any permissions should be included in the relevant Credits.
18. If you need to specify details for any work to be carried out then this information must be supplied at least 48 hours before the commencement of any work. Failing this, VR Vistas reserves its right to use its own judgement.
19. The Customer has no right to reject a VR Vistas' Production on the basis of style, content or composition.
20. For aerial work, a draft video will be supplied to the Customer for approval. The Customer will then have 7 days to request any changes. If VR Vistas has not received these within the 7 days, the video will automatically be considered to be approved.
21. If you require your tour to be uploaded to YouTube by VR Vistas you must have set up a YouTube account (see instructions at <http://www.dummies.com/how-to/content/how-to-create-a-youtube-account.html>) and convey to VR Vistas your YouTube login details along with a temporary password.
22. VR Vistas reserves the right to use your tour for advertising purposes.

The Shoot

23. For venues greater than 20 miles from VR Vistas Ltd base in UK at SA3 1PL there will be a Photographer / Videographer callout fee. See <http://www.vrvistas.com/pdf/vrvistas-calloutrates.pdf> .
24. You must ensure that all agreed sites should be prepared and ready for the Shoot prior to VR Vistas arriving at the venue to create any type of Virtual Tour. If the Shoot has to be delayed or rescheduled due to a location not being fully prepared in advance, there will be an additional charge.
25. You are responsible for gaining authority to instruct VR Vistas to produce the Service at the agreed venue, date and time.
26. With respect to Data Protection, the Customer must ensure that all necessary permissions must be obtained from people and places that may be recorded on our video and that such a recording must be compliant with the Data Protection Act.
27. You are responsible for the provision of access for the Shoot.
28. Failure to adhere to sections 9. to 11. will be your responsibility and VR Vistas will not incur any consequential loss.

Cancellation or Postponement of the Shoot

29. Having purchased any type of Virtual Tour, you can cancel the purchase and claim a full refund if no technical work or departure for the Shoot visit has taken place. Otherwise the refund received will be less any work/expenditure entailed.
30. Postponement will incur no loss if rescheduled and the Shoot actually takes place within 3 months of the first date set for it. Failing this it will be treated as a cancellation.
31. Notice of cancellation or postponement must be made by phone/SMS and it will take effect immediately.

Payment

32. VR Vistas accepts payment by bank transfer.
33. The invoice for a Photo Video using your photos must be paid in full before any work is undertaken.
34. For all other work a 50% deposit is required before any work is undertaken, the balance being required in full within 14 days of completion and before handover.
35. Customers paying tour hosting fees will be invoiced 14 days before their year expires. Invoices must be paid before their current year expires.
36. Please add 5% for any late payments.
37. Late payments may result in the Tour being taken offline.
38. All prices include a 2.5% settlement discount.