



# Terms & Conditions

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## REVOLUTION VIEWING LTD TERMS AND CONDITIONS

To reduce paper usage RV does not print out Terms and Conditions when posting invoices to Clients. If this document is a PDF, scroll to the next page to view the RV Terms & Conditions. If you are reading a paper-based document, then to view the RV Terms and Conditions please visit the following URL:

Note - RV Terms and Conditions Version 48 – (Current Version) applies to this quote / invoice.

[www.rv333.com/tncs](http://www.rv333.com/tncs)

If any elements of the Revolution Viewing Ltd terms and conditions are not acceptable, it is essential that these items are discussed with the RV Client Representative and confirmed via email prior to any payment being made by the Client to RV or prior to the Client confirming a Project should commence.

The sections listed below apply to specific types of Project. As with all of the RV Terms & Conditions, on making a pre-project payment, the Client is agreeing to the points raised in these sections. The content of these sections has been collated to help both the Client and RV by establishing a set of Project parameters and ground rules. RV highly recommends that the Client Point of Contact takes the necessary time to read and fully understand the points raised in the relevant sections where the Client is due to proceed with either a CG Project or a University project.

Virtual Open Day or any Project for a University – Read Section “13 Virtual Open Day – Guidance and Advice for Project Terms”.

CG Project – Read Section “14 CG – Guidance and Advice for Project Terms”.

## DEFINITIONS

“360(s)”	Also known as 360 degree virtual tours, 360 movies, panoramic images, 360 spins or virtual tours – refers to the product that is the result of capturing a number of still images from a single point and “stitching” these images using specialist software.
“Admin Fee”	This means a charge for amending a project where a written or verbal agreement has been confirmed between the Client and Revolution Viewing.
“Animation”	The process of sequencing numerous CG Renders (25 Renders per second) in order to produce a CG video or video Animation.

"Approval" / "Approve"	This refers to the Approval of a Project or stage of a Project.
"Assets"	Items that are intrinsically linked to a Project. Usually supplied by the Client and required by RV in order to fully complete a Client Project.
"Brief"	Either (i) the written brief describing the Deliverables, their intended use and/or purpose, supplied to and approved by the Client; or (ii) where no such written brief exists, the instructions provided by the Client to Revolution Viewing Ltd and Revolution Viewing Ltd's written confirmation to the Client of such instructions shall be regarded as the Brief.
"CG"	Also known as CGI, Architectural Visualisations, Renders, Fly-throughs, Virtual Tours and 3D. This term refers to "virtual" Products built using CG software. At RV this Product is often used to emulate a future physical environment prior to construction – perhaps a property development or a show home. The resultant CG Product can be either a still "Render" or a video "Animation".
"Client"	Is the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body that RV has engaged with.
"Client Account"	This means any remaining budget the Client has requested RV hold for use against a future project.
"Client Account Credit Charge"	This means a charge that can be incurred by a Client as per clause 1.4.
"Client Account Record"	This is a visual overview of a Clients Account, showing specific details relating to the Client Account Credit Charge (project, invoice date, date or first charge, full project amount and charge per month).
"CoB"	Refers to Close of Business. For RV office Employees, this is always 6pm on a Working Day.
"Compatible Mobile Devices"	RV designs Products to work on the following Mobile Devices: iPhones, iPads and iPod Touch. There are "Minimum Specification Requirements" for each device, see relevant section.
"Deliverables"	Any and all presentation (such as documents, products and materials) developed by Revolution Viewing Ltd (including its agents, subcontractors, consultants and employees) in response to requirements defined and agreed in the Brief and in relation to the Product offered in any form, without limitation;
"DPI"	Dots Per Inch. For a full explanation and definition see <a href="http://www.rv333.com/tncs/dpi">www.rv333.com/tncs/dpi</a>
"Employee(s)"	Any member of the RV team including full-time Employees, part-time Employees, Directors of RV and freelance Employees working for RV.
"Extended Licence"	A bespoke licence produced on application to and in agreement with RV permitting the use of those Deliverables for purposes, channels/platforms, territories and by other parties outwith the original Brief and Standard Licence terms.
"Hours"	Where a time period is stated in "Hours", this always refers to hours within a Working Day. i.e. To give 72 hours cancellation notice for a

shoot due to commence at 10am on a Tuesday, the notice would have to be received by RV before 10am on the Thursday the week prior.

**"Non-compatible or Semi-compatible Touch Devices"**

Any handheld device or tablet that is NOT an iPad, iPhone or iPod Touch. These devices include but are not limited to – Android, Blackberry and Windows devices.

**"Normal Working Hours"**

Always refers to 9am-6pm (office-based Employees) / 9am-5pm (Employees when on-site/location), Monday to Friday and excludes weekends and Bank Holidays.

**"Permitted Uses"**

An exhaustive list of all potential uses for Deliverables. Permission for any and all uses is strictly subject to the agreed Brief and Standard Licence terms. For clarity, if a Permitted Use is not defined and agreed in the Brief and/or prohibited under Standard Licence terms, then that Permitted Use is prohibited for the Deliverables (unless otherwise agreed between the parties in writing via a bespoke Extended Licence).

**"Pilot Stage"**

Is an additional stage of amendments to a Project. Typically, RV will grant a Pilot Stage for a Project that lends itself to a template being populated with a singularly defined element that is to be repeated. The Pilot stage will always follow the same Standard Feedback and Amendments Procedure (see relevant section).

**"Pricing", "Priced" or "Price"**

Any prices or amounts stated are excluding VAT.

**"Product" or "Project"**

Refers to any Product/Project offered by RV that includes but is not limited to 360 degree virtual tours, photography, video production, video animation, motion graphics, CG renders/animation and web development.

**"Project Approval"**

On completion of a Project or Project stage, the Client is contractually obliged (once satisfied) to officially confirm the Client approves of the Product RV has supplied the Client with. This confirmation must be via email OR in writing.

**"Project Representative"**

Is the Employee from RV with whom the Client will liaise. The Project Representative may be anyone at RV from any department.

**"Render"**

Is an image of a virtual environment exported from CG software. i.e. A still Render of the front of a house or of a kitchen scene.

**"RV"**

Is Revolution Viewing LTD. (Registered company no. 5247496) of 1 Canal Place, Leeds, UK, LS12 2DU.

**"Source Materials"**

Any and all materials produced in the coordination, development and realisation of the Deliverables, such as, but not limited to, financial and project management documentation (quotes, Gantt charts, production schedules), preproduction collateral (concepts, scripts, storyboards, visuals, previews), source files (RAW camera files, rushes, code libraries, templates) and software-generated project files (video edit, graphic design, motion graphic animation, image retouching/stitching and web development).

"Standard Hourly Rate"	This is the RV Standard Hourly Rate. The Client must speak to their RV contact to confirm the Standard Hourly Rate. The Standard Hourly Rate will be reviewed every year with changes to the rate effective from the 1st November. A historic invoice may quote a Standard Hourly Rate that is not current. Whilst the T&Cs from when the Client Project was completed may still apply, the historic Standard Hourly Rate does not.
"Standard Licence"	On full payment, a royalty-free, automatic licence granted to all Clients in connection with Deliverables commissioned and permitting the use of those Deliverables for the purposes, channels/platforms and territories defined and agreed in the Brief only.
"Standard RV 360 Template"	<a href="http://www.rv333.com/tncs/standard-rv-360-template">www.rv333.com/tncs/standard-rv-360-template</a>
"Working Days"	Refers to Monday to Friday and excludes weekends, Bank Holidays and days in Dec/Jan when the RV office is closed. This figure is always absolute and never rounded up or down. So, 2 Working Days after 2pm Friday would be 2pm Tuesday.

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# 1 QUOTATIONS, BOOKINGS AND CANCELLATIONS

## 1.1 QUOTATIONS

Any quotation (formal PDF quote, email, SMS, verbal or written) issued by RV shall remain valid and correct (subject to the specifications remaining the same) for up to 28 days from date of issue. Following this time, the Client must contact RV to confirm whether a revised quotation may be required.

## 1.2 BOOKINGS

### 1.2.1 Weather Conditions

The weather may influence the scheduling of a Project. Should a Project require outdoor work, it is the responsibility of the Client to monitor the weather forecast and give RV the appropriate notice of a cancellation or reschedule in accordance with the terms outlined in the section of this document titled "Notification of Cancellation or Rescheduling".

RV recommends the Client uses the BBC 5 day weather forecast. If fair weather is absolutely essential for a shoot then it is the Client's responsibility to monitor the weather forecast and contact RV to make a Project booking request based upon the Client's findings/forecast. Weather dependent Projects often require short notice bookings, RV cannot always guarantee the Client's booking request can be facilitated. The Client may need to be flexible.

### 1.2.2 Date Reservation

When a Client requests that a day, or several days are reserved for a potential booking, the RV standard policy is to note the dates on the company calendar system. Such reservations will be held until these date(s) are confirmed as bookings or until 10 Working Days before the date(s). When there are less than 10 Working Days before the reserved date(s) these days will no longer be reserved for the Client unless the booking can be confirmed. See the section of this document titled "Booking Confirmation".

### 1.2.3 2nd Client Date Reservation

Should a 2nd Client wish to schedule a Project booking for a date/slot that is reserved by the 1st Client, RV will inform the 1st Client that the Client has 2 Working Days to make a booking confirmation (See the section of this document titled "Booking Confirmation"). After 2 Working Days from RV giving notice to the 1st Client, if booking confirmation has not been received, RV will be inclined to offer the date/slot to the 2nd Client.

### 1.2.4 Booking Confirmation

Until a Client has made the 50% pre-Project payment, dates in the diary can only be reserved and not booked, which brings clause "2nd Client Date Reservation" into play, should a 2nd Client wish to book the same dates. Once RV is in receipt of the 50% payment, the reserved dates are booked into the RV calendar.

### 1.2.5 Pre-project 50% Payment

Once RV agrees to completing a Project for the Client, RV ensures adequate resources are available to deliver an outstanding Product within an agreed time-frame. RV asks that Clients show commitment by fully engaging with RV during the planning stages of the Project but also by paying 50% of the quoted Project Price. Once the Client has made a financial commitment to a Project, RV then feels comfortable when committing considerable resources and money to a Project. RV primarily makes money by charging its Clients for Employee time, by committing resource RV is committing time which results in a cost to RV.

At the stage where RV asks a Client to financially commit to a Project, RV will have often invested a considerable amount of time discussing a Project with the Client, quoting for the Project and in some cases outline planning. If the Client confirms it wishes to proceed with a Project but is not prepared to commit financially, this causes RV concern and will usually result in RV having to reluctantly decline to begin a Project for the Client.

#### 1.2.6 Normal Working Hours

Normal Working Hours always refers to 9am-6pm (office-based Employees) / 9am-5pm (Employees when on-site/location), Monday to Friday and excludes weekends and Bank Holidays.

For Employees which are on-site/location, 9am indicates the Employees' 'arrival' time on-site/location. The 'set-up' time will be specific to the requirements of the shoot, but will take a minimum of 20 minutes. Similarly, 5pm indicates the Employees' 'departure' time from the site/location. The 'pack-down' time will be specific to the requirements of the shoot, but will take a minimum of 20 minutes.

Lunch breaks for Employees which are on-site/location is set at 45 minutes.

#### 1.2.7 Client Shoots Outside Of Normal Working Hours

Should the timings of a Client shoot fall outside the RV Normal Working Hours, the Client must notify RV prior to a Project commencing. Without notification there may be an additional charge on top of the standard additional charge. If a Client wishes for a shoot to take place outside of the Normal Working Hours or wishes to shoot on a Bank Holiday, a Saturday or a Sunday, there will be an additional charge. This additional charge does not cover payment for accommodation, transport or any other expense. All such expenses will be charged in addition.

As with the paragraph above, should a Client require an early start on a Monday which results in RV Employee(s) travelling and staying away from home on a Sunday night, there will be additional charges for these elements.

Note that the Client must make allowances for the time required by the RV Employee(s) to pack-down equipment. The actual finish time is the time the RV Employees leave site. During the Project planning stages the Client must be clear about start and finish times, the RV Project Representative will advise on time taken to set-up and pack-down equipment.

The standard additional charge will be the RV Standard Hourly Rate for each RV Employee on-site, with a minimum charge of one hour and time always rounded up to the next half hour.

Example: A Client video shoot with three RV Employees overruns and the RV Employees are not able to leave site until 19:20. The Client would be charged an additional two and a half hours for each of the three Employees.

Unless otherwise stated, each Project quotation assumes any on-site aspect of a Project can be completed within the Normal Working Hours of a single Working Day and will not be split between 2 or more days unless this is agreed via email with the RV Representative prior to a Project commencing.

#### 1.2.8 Early Project Starts

Should the Client require a shoot to begin at a time that requires the RV Employee(s) to leave the RV Head Office (Leeds, LS12 2DU) before 8am it is deemed reasonable for RV to request that the Client covers the cost of the travel and adequate accommodation (or provide accommodation if practical/appropriate) for the night before the shoot. This is to ensure the RV Employee(s) is/are fresh for the day of work and to negate the risk of morning traffic having a negative impact upon the Project start time.

## 1.3 CANCELLATION OR RESCHEDULING

### 1.3.1 Notification Of Cancellation Or Rescheduling

Notification of a Project cancellation or a Project re-schedule must be sent via email to your RV Representative. The Client may make a phone call or leave a voicemail before or after sending the cancellation email, but notification via email is the only formally recognised method of cancellation at RV. It will be the time and date at which the email has been received by the RV server or whether any work has been completed or whether an invoice has been paid by the Client that determines whether a cancellation fee is to be charged.

#### 1.3.1.1 Notification Of Cancellation Or Rescheduling

Where no work has been completed on the project and no invoice has been paid there will be no cancellation or rescheduling fee, provided RV receives a cancellation or re-schedule email with a minimum of:

- 3 Working Days (72 hours) notice for projects or all shoots which are up to 1 full day on-site
- 5 Working Days (120 hours) notice for projects or all shoots which are more than 1 day on-site
- 7 Working Days (168 hours) notice for projects or all shoots which are more than 3 days on-site

The notice period required is worked back from the date & time that the Project is due to commence, as agreed between the RV Representative and the Client. For example, if an RV Employee is due to commence work at 10am on a Tuesday for a 5-hour shoot, RV would require cancellation or rescheduling notification before 10am on the previous Thursday to ensure no cancellation or rescheduling fee is incurred. Or for a 3-day shoot (a shoot commencing at 9am and conducted across a Wednesday, Thursday & Friday), RV would require cancellation or rescheduling notification by 9am on the Monday morning of the week before the shoot week.

### 1.3.2 Cancellation Or Rescheduling Fees

If the Client meets the criteria and gives the required cancellation or rescheduling notice as outlined in clause 1.3.1.1, there will be no charge.

For shoots which are up to 1 full day on-site:

- If the Client gives cancellation or rescheduling notice of 24 to 72 Hours prior to the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.
- If the Client gives cancellation or rescheduling notice of less than 24 Hours prior to scheduled Project commencement, this will incur a fee of the full (100%) of the quoted Price for the Project.

For shoots which are more than 1 day on-site:

- If the Client gives cancellation or rescheduling notice of 48 to 120 Hours prior to the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.
- If the Client gives cancellation or rescheduling notice of less than 48 Hours prior to scheduled Project commencement, this will incur a fee of the full (100%) of the quoted Price for the Project.

For shoots which are more than 3 days on-site:

- If the Client gives cancellation or rescheduling notice of 72 to 168 Hours prior to the time & date of the Project commencing, this will incur a cancellation fee equal to 50% of the quoted Price for the Project.

- If the Client gives cancellation or rescheduling notice of less than 72 Hours prior to scheduled Project commencement, this will incur a fee of the full (100%) of the quoted Price for the Project.

For projects where work has been completed:

- If the Client gives cancellation notice after the commencement of the project where work has been completed, the Client will be liable to paying for all work completed to date, plus the Client may be liable to paying an additional Admin Fee;
  - If the remaining budget is retained by RV and credited to the Client Account for use against a future project, no Admin Fee will be charged, however the Client may incur a Client Credit Account Charge as outlined in clause 1.4.
  - If the Client requests the remaining budget be returned to the Client an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the total project cost, plus 1% of the total project cost per month elapsed since the date on the first project invoice or confirmed quote if an invoice hasn't been received.

For projects where an invoice has been paid:

- If the Client gives cancellation notice after the commencement of the project where an invoice has been paid, regardless of whether work has been completed, the Client will be liable to paying for all work completed to date, plus the Client may be liable to paying an additional Admin Fee;
  - If the remaining budget is retained by RV and credited to the Client Account for use against a future project, no Admin Fee will be charged, however the Client may incur a Client Credit Account Charge as outlined in clause 1.4.
  - If the Client requests the remaining budget be returned to the Client, an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the total project cost, plus 1% of the total project cost per month elapsed since the date on the first project invoice.
  - If the Client requests the return of funds that have previously been credited back to the Client Account, an Admin Fee will be charged. The Admin Fee consists of an initial flat charge of 1% of the original total project cost, plus 1% of the total project cost per month elapsed since the date on the first project invoice.

Note – if, when the Client cancels or re-schedules a Project that involves an “on-site” element, the RV Employee has not left the RV office, the fuel will not be charged for.

Project cancellation, rescheduling and Admin Fees are charged due to loss of RV time. Late notice results in Employees on the RV payroll that have no work scheduled. This is a cost to RV that has to be passed on to the Client. RV suggests the Client makes all the necessary preparations to ensure a Project does not have to be cancelled or rescheduled.

The time of the RV Employee's arrival on-site will be confirmed prior to a Project commencing. The RV office-based Project Representative and RV on-site Employee will do everything possible to make contact with the Client when arriving on-site. Should the Client be unavailable or not present, after 1 hour of waiting, assuming the facility cannot be accessed and/or the necessary Client instructions are not available, this will be treated as a Project cancellation. The RV Employee will leave the site and the Client will be charged in full for the Project.

### 1.3.3 Late Notice Change To Project Specification

Should the Client wish to change the Project specification to the point where the Project cost is reduced, this must be done with the required notice period, as set out in the “Notification of Cancellation or Rescheduling” section above. Where less than the required notice is given, the fee structure stated in the

"Cancellation or Rescheduling Fees" section of these Terms will be applicable for the cost difference between the original project cost and the cost of the re-specified Project.

RV schedules work for Employees in advance, should the Client reduce the Project requirements with late notice, this is likely to leave RV with unproductive Employee time.

## 1.4 CLIENT CREDIT ACCOUNT CHARGE

### 1.4.1 Client Credit Account Charge Overview

If the Client pays an invoice and later cancels the project or the project is amended to be less than the total project cost outlined on the first project invoice, the Client has the option to request the funds be returned as outlined in section 1.3 or the Client can request the credit of the remaining budget be placed on the Client Account to use against a future project.

If the Client requests the remaining budget be placed on the Client Account for use against a future project, the Client may incur a Client Credit Account Charge.

Each project will be treated as a separate entry in the Client Account, meaning the same Client may credit funds back to the Credit Account for one or more projects and each will have a unique date based on the first project invoice.

#### 1.4.2.1 Client Credit - Prior to 1 July 2021

If the Client had requested the remaining budget of a project be credited to the Client Account (as per clause 1.4.1) prior to 1 July 2021, the Client will be given a grace period of six (6) months from 1 July 2021 before they may incur a Client Credit Account Charge.

If the Client uses the remaining budget credited back to the Client Account before 1 January 2022, the Client will not incur a Client Credit Account Charge.

If the Client does not use all of the remaining budget credited back to the Client Account before 1 January 2022, the Client may incur a Client Credit Account Charge as outlined in clause 1.4.3.

#### 1.4.2.2 Client Credit - Post 1 July 2021

If the Client requests the remaining budget of a project be credited to the Client Account (as per clause 1.4.1) where the first project invoice is dated 1 July 2021 or later, the Client will be given a grace period of six (6) months from the date of the first invoice before they may incur a Client Credit Account Charge.

If the Client uses the remaining budget credited back to the Client Account within six (6) months of the first project invoice, the Client will not incur a Client Credit Account Charge.

If the Client does not use all of the remaining budget credited back to the Client Account within six (6) months of the first project invoice, the Client may incur a Client Credit Account Charge as outlined in clause 1.4.3.

### 1.4.3 Client Credit Account Charge Calculation

If the Client incurs a Client Credit Account Charge as a result of clause 1.4.2.1 or clause 1.4.2.2, this will consist of a flat charge of 1% of the remaining credit, per month until the remaining budget is used in full.

- Example 1: If the full budget of £10,000 project where no work has been completed was credited back to the Client Account prior to 1 July 2021, the Client may incur a flat charge of 1% beginning on 1 January 2022, therefore the Client Credit Account Charge would be £100 per month from 1 January until the credit is used in full or the credit account is empty.
- Example 2: If £10,000 of £25,000 project was credited back to the Client Account post 1 July 2021, the Client may incur a flat charge of 1% beginning 6 months after the date of the project

cancellation, if the project was cancelled on 15 August 2021, the Client Credit Account Charge would be £100 per month from 15 February 2022 until the credit is used in full or the credit account is empty.

#### 1.4.3 Client Credit Account Charge Charge

If the Client has requested the remaining budget of a project be credited to the Client Account, RV will not issue an invoice to the Client for the Client Credit Account Charge, the charge will automatically be deducted from the Client Account without notification.

The Client can request access to view the Client Account Record and RV will look to provide access within 30 business days.

If the Client requests funds be returned from the Client Account, the Client may incur an Admin Fee as per clause 1.3.

## 2 GENERAL LIABILITY

The Customer shall indemnify and hold RV 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 RV. RV shall not be liable for any loss of any kind due to delays or failure in performance by it or any other third party.

### 2.1 FORCE MAJEURE

As an extension to "General Liability", RV reserves the right to be excused from liability in the occurrence of unforeseen events beyond the control of RV during all stages of a Project. Such events include (but are not limited to); Acts of God (natural disasters i.e. Flooding), war, failure of third parties and suppliers to fulfil obligations to RV.

### 2.2 RV CHARGING FOR TIME

It is important for the Client to understand that RV is a company that has revenues almost entirely derived from charging for time. This is time taken to capture photos, shoot and edit video, produce CGIs and CG animations, stitch 360s, enhance images, code web-based navigation, retrieve images from archive etc. Unless RV has arranged a retainer with a Client (very rare) whereby the Client pays a monthly fee to cover the cost of ad-hoc work and requests, then the Client will be charged by the hour for any requests made by the Client that results in RV using Employee or Director time. RV has a minimum charge of 2 hours. The RV hourly rate can be seen in the Pricing element of any RV quote.

### 2.3 CLIENT SAVINGS DUE TO MODULAR/TEMPLATE USAGE

RV is often able to offer Clients great value package Pricing because of the template system applied to standard Client Projects. When a Client requires something bespoke that does not follow the standard RV systems/templates, RV will charge the Client (at the RV Standard Hourly Rate) for the time to produce the bespoke elements of a Project.

### 2.4 TERMS OF PAYMENT

The standard payment terms of RV require 50% payment prior to a Project commencing (see section: "Pre-Project 50% Payment"). This payment must have cleared and entered the RV bank account (or the Client must provide a screen print of a BACS or CHAPS transfer) prior to a Project commencing. Where a



Project contains any on-site element, payment must be received 5 Working Days prior to the time the Project is scheduled to commence.

On occasion, alternative payment terms may be negotiated with a Director of RV. Evidence of such negotiations must be supported in writing or via email.

#### 2.4.1 Prepayment Of Expenses

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 RV, at least 5 Working Days prior to a Project commencing.

#### 2.4.2 Final Invoice

5 Working Days after the Project link has been emailed to the Client, RV will send the Client an invoice for the Project. This invoice must be paid in full within 30 days of the date of the invoice. Interest charges of 0.5% per month shall accrue on accounts where the balance is outstanding after 30 days. These are the Revolution Viewing Ltd terms of payment, if any element of these terms are not acceptable then the Client must email all comments to [admin@revolutionviewing.com](mailto:admin@revolutionviewing.com) prior to either payment being made or the Project commencing. By agreeing to commence in business the Client is agreeing to the above conditions of payment.

#### 2.4.3 Non-payment After 52 Days

In the event of non-payment, 52 days after the invoice date, RV retains ownership of all materials produced and reserves the right to repossess materials (physical, digital or virtual).

A Client that takes longer than 60 days to process payment will be required (on any future Project) to make a pre-Project payment to the value of 100% of that Project.

#### 2.4.4 Invoicing On Account Of Lack Of Client Response

During the Project lifecycle there will be occasions where RV will need further information from the Client in order to proceed. RV will email the Client with such requests. After 10 working days of RV not receiving the information required for RV to continue work on the Project, RV will issue a final email stating that if full information is not supplied by the Client within the next 5 working days RV will submit the final invoice for the Project. The Client will pay RV in accordance with the standard RV Terms of Payment. RV will still honour and complete the Project when the Client is able to provide the necessary information.

#### 2.4.5 Additional Expenses

Additional expenses relating to a Client Project that have not been identified or a cost specified prior to the Project commencing will be added to the final invoice if not included in the initial quote or pre-project invoice; these charges may include but are not limited to:

- Licensable assets required to complete the Project
- Client requested Fonts
- Music licensing
- Accommodation
- Travel costs
- Food – lunch
- Food – evening meal when staying in Client paid accommodation (assumes working for Client the following day)
- Parking
- Congestion charge
- Production/planning meetings

### 2.4.6 Debtors Invoice And Collection Procedure

RV receives prompt payment of invoices from the majority of Clients. However, there have been a small number of Clients (an absolute minority) that have caused serious concern through extremely late payment of invoices and in some cases no payment due to Client bankruptcy or administration. RV is no longer willing to spend considerable time and money chasing payment from this late paying Client minority. In response, RV has put a strict procedure in place to reduce the time and money wasted by RV when chasing payment for Projects completed in good faith.

RV reserves the right to decide not to work with a Client on any future Projects.

Please note - The debtors' procedure will only apply to a Client that does not pay invoices within the specified 30 days of an RV invoice being issued.

Stage	Action	Details of action	Elapsed working days from date of invoice
Stage 1	Invoice dispatched	On completion of the project, the final invoice (and this document) is dispatched to the Client Project manager and/or accounts department. Date of invoice is always stated.	0
Stage 2	Overdue	Invoices must be paid within 30 days of invoice date, should the Client invoice remain outstanding, an 'overdue invoice' statement will be dispatched.	30 days
Stage 3	Overdue phone call	3 working days after the 'overdue invoice' statement has been posted, RV accounts dept. will call the Client accounts dept. RV will ask for a payment date to be confirmed. This must be within 10 days of the phone call being made.	33 days
Stage 4	Director phone call	An RV director will contact a director at the Client organisation (usually Client FD) to arrange payment within 5 working days.	43 days
Stage 5	Formal warning	If payment has still not been received, at this point RV reserves the right to take down any online content RV has created. The Client will be contacted and payment must be made within 3 working days to avoid formal proceedings.	48 days
Stage 6	Formal proceedings	If by this stage payment has still not been received, a final letter will be dispatched via recorded delivery. This letter will formally outline court proceedings.	51 days

## 3 PRODUCTION

### 3.1 GENERAL

#### 3.1.1 Participant Consent

It is the responsibility of the Client to decide on whether it is necessary to acquire the consent of any people appearing in videos, audio, 360s or still photography produced by RV, for the Client. On request

(prior to an RV Employee arriving on-site) RV can provide the Client with advice, a guidance document and a template consent form. It is the responsibility of the Client to ensure that any participant consent (or model release) forms are signed by the relevant participant(s) and filed / stored for future reference.

### 3.1.2 Facility / Location Preparation

Prior to the RV Employee(s) arriving at the Client's facility, it is the responsibility of the Client to have read, considered and implemented the points on the Location Check Sheets supplied by RV. Not doing so can delay the on-site aspect of a Project resulting in additional costs for the Client or may negatively impact upon the quality of the final Product.

### 3.1.3 Chaperone

Where a location shoot requires RV Employee(s) to relocate throughout the day or the Project requires the Client's input, RV highly recommends that the Client ensures that a Key Point of Contact with good knowledge of the Project and the location is available for the entire time RV is on location.

## 3.2 ON-SITE CAPTURE

### 3.2.1 Artistic Licence And Discretion

RV Employees apply past experience and knowledge to all Projects. Lighting levels, exposures, locations, angles and all factors of image composition, capture, production and post-production are all at the RV Employees discretion, unless direction from the Client is explicitly stated in writing or via email by the Client 2 Working Days prior to a Project commencing.

### 3.2.2 On-location Time Allocation (360s)

Note – this section is specific to 360 shoots where no other type of capture (i.e. photography or video) is required. For such Projects, this section supersedes the section "On-site Time Allowance (Generic)".

When shooting 360s, provided the Client has prepared the areas/rooms for capture as per the RV guidelines, the RV Employee(s) will take a maximum of 15 minutes per room/location within a building. A typical '6 x 360' shoot will be complete within 1.5 hours. Should the Client require the RV Employee(s) to be on-location for longer than the average of 15 minutes per 360, the Client will be charged at the RV Standard Hourly Rate. This clause is in place to guard against the minority of Clients that do not adequately prepare the facility that the RV Employee is due to capture. Delays with a Client can negatively impact upon other Projects due to be captured on the same or next day. During the Project planning stages, if a Client feels it is likely a shoot is going to take more than an average of 15 minutes per 360/location then the Client must notify RV prior to the shoot commencing.

### 3.2.3 On-site Time Allowance (Generic)

Note – This section applies to any Project with an on-site element that involves a discipline other than 360s or video.

Where the on-site element of a Client Project is Priced at £1,600 or more (excluding VAT & excluding travel expenses), this warrants a full day, 8 hours (9am until 5pm with a 45 min lunch break) on location with the Client. For Projects with a total on-site aspect Priced at less than £1600, the rule of 1 hour on-site per £200 of on-site cost charged applies. E.g. a Project charged at £1,200 (excluding VAT & excluding travel expenses) warrants 6 hours (including 45 min. break) on-site with a Client. Often a Project will exceed £1,600 and yet take less than 1 day on-site. In general, the time taken to complete the post-production elements of RV Projects (carried out in the RV studio) is a lot greater than the time taken to complete the on-site element of each Project. The on-site & post-production elements of a Project are often completely disproportionate in terms of duration.

### 3.2.4 On-site Time Allowance (Multi-disciplined Shoots)

Note – This section applies to any Project with an on-site element that involves more than 1 discipline to be captured on the same day.

The same rationale used within section Timing Allowance (Generic) can be applied to this section.

### 3.2.5 On-site Camera Equipment

Where a client is charged for the standard RV equipment package, this package includes no more items (and in some cases it will include fewer – depending on the shoot) than listed below. Please note that for brevity the following only includes the major pieces of equipment and not the many peripherals RV takes on a shoot such as batteries, tripods etc.

- 1 x Sony FS7 video camera (for shooting general view shots)
- 2 x Canon 5D Mk 2 cameras (used for interviews)
- 3-point lighting system (1 x 300w key light and 2 x 150w Dedo lights)
- channel sound recorder
- lenses with focal lengths ranging from 18-200mm

Helmet camera (POV) shoots require the use of:

- 1 x Sony A7S
- Bespoke helmet camera rig
- Wide lens
- channel sound recorder (where sound recording is required)

On occasion and at the discretion of RV, on a project by project basis RV may upgrade 1 or more of the items of equipment used.

Additional equipment can be hired from RV for an additional charge.

### 3.2.6 Travel Between Client Locations

During the Project planning stages and prior to RV Employee(s) arriving on-site, the Client must make the RV Representative aware of any travel time from one Client facility to the next.

### 3.2.7 360s - Additional Areas And/Or Locations Captured

On occasion, the capture of areas in addition to those scheduled may be requested by the Client when on-site. Where possible the RV Employee will try to accommodate such requests. Additional 360s will not be automatically processed. Should the Client wish to preview the additional 360s prior to full post-production work commencing, a standard charge will apply. Should the Client be happy to proceed, the standard charges for additional 360s will apply.

### 3.2.8 High Dynamic Range 360s (HDR 360s)

The Client may request HDR 360s to be captured when on-site should the lighting conditions in a scene vary greatly (typically when a Client wishes to include a view out of a window). If interested, the Client should speak to their RV Representative for further information and advice about HDR 360s.

### 3.2.9 "Ghosting"

The term "ghosting" is used to describe the result of a 360 that had people moving in the scene during the 360 being captured. The effect of 'ghosting' leaves people 'cut' in half or looking very faint (like a ghost). RV advises that the Client ensures ALL subjects remain perfectly still whilst the RV photographer is taking his shots. When shooting in very crowded environments or outside with moving traffic, ghosting is sometimes impossible to avoid. Clients should be aware that if they wish for 'ghosts' to be removed, there will be a charge and the Client must speak to the RV Project Representative to discuss the applicable charge. As standard RV will only send one Employee to shoot a 360, this one Employee will not be able to successfully direct a shoot with numerous people and ensure zero ghosting. Should

the Client wish to shoot 360s with many people in shot and also wish to minimise ghosting, the Client must speak to the RV Project Representative about supplying a 360 Director for the shoot. This 2nd RV Employee will have extensive experience of directing shoots and will help ensure RV captures the best possible images on behalf of the Client. An additional RV Employee on-site will be chargeable.

#### 3.2.10 Models, Actors, Extras And Students

Using people in 360s and stills photography will generally increase the amount of time a shoot may take to complete on-site and the post-production studio time is likely to increase. For this reason, virtual tours with one or more people in shot may require adjustments that may incur additional Project costs.

### 3.3 PHOTOGRAPHY

#### 3.3.1 Photography Packages

A standard photography package includes up to a maximum of 24 photographs. A wide angled photograph will be taken of each location requested (as standard). The package may also include artistic photographic shots. Unless a shot list is specified by the Client (via email) 2 Working Days prior to the Project commencing, then the composition of these shots will be determined by and will be at the discretion of the RV photographer.

#### 3.3.2 Photograph Resolution

As standard RV will capture still photographs as "large" Jpegs. Photographs will be supplied in RGB mode with an aspect ratio of 3:2. The images are suitable for an A4 print at 300 DPI.

Should the Client require images that are anything other than the type specified above, the Client (prior to a project commencing) must request this. The same applies should a Client require images to be captured in RAW format.

#### 3.3.3 Discounted Home Builder Show Home Photography Packages

When a photography package is booked with a 360 package, the package discount rate assumes that photographs will be captured for the same rooms / areas as the 360s. Should the Client require capture of photographs in alternative or additional rooms / areas, then an additional charge will be levied (based upon the volume of the additional requirements or extra time taken to capture alternative rooms/areas).

Should the Client require a Photography Preview Page (A URL with thumbnail sized photographs), of the additional photographs, this will be chargeable. When supplying a package of 24 images, a Photography Preview Sheet listing approximately 60 images can be supplied (for a fee) for selection purposes. This must be requested via e-mail 2 Working Days prior to the shoot commencing so the Project can still be delivered within the originally stated time and will be delivered via email with a URL link within.

## 4 POST-PRODUCTION

### 4.1 GENERIC PRODUCT/PROJECT DELIVERY

#### 4.1.1 CLIENT SUPPLIED BRAND ASSETS

##### 4.1.1.1 FONT USAGE

If the Client supplies RV with a font, it is wholly the Client's responsibility to ensure the sharing of the font is within the stated terms and conditions of the organisation that retains the license of that font. RV is aware of some font providers that restrict the use of a font including the number of computers that can officially carry the font and the third-party organisations (such as RV) that are permitted to work with a certain font. On occasion, a font may only be licensed for use on the Client's server.

RV will often host web-files that include the font of a Client. It is the responsibility of the Client to check with the organisation that owns the font copyright to ensure permission is granted for such hosting.

If permission to use a font cannot be granted, the Client must decide whether to purchase the font for use at RV or to use a different font that does not hold any restrictions.

#### 4.1.1.2 ASSET USAGE

It is the responsibility of the Client to ensure that any images, video, audio or other Assets supplied by the Client for use within an RV produced Project must be clear of copyright restrictions for the intended usage.

Should the Client provide RV with Assets to be incorporated into the Client's Project, RV will take this as confirmation that the Client has sought all appropriate permissions / licenses for their use and the Client shall indemnify RV from all suits, claims, demands and other liabilities relating to any breaches in this matter and/or any remedies sought by third parties.

#### 4.1.1.3 CLIENT HOSTED CONTENT

Where the Client has provided RV with links to content hosted or administrated by the Client, it is wholly the Client's responsibility to ensure these links remain live and error free. Should the Client require RV to update code to reflect a change in the location of Client content, RV will charge the Client for the time taken to make the changes. See section "RV Charging for Time". RV asks that the Client pays particular attention to videos hosted on Client servers, websites or YouTube channels.

### 4.1.2 PROJECT TURNAROUND TIMES

CG and video Projects have alternative standard Project turnaround times. See sections titled "Post-production CG Specific Terms" and "Post-production Video Specific Terms".

The Client's RV Representative will communicate a Project turnaround time. Turnaround time allocated to a Project does not begin until RV is in receipt of ALL information that is required to complete the Project. Typical examples of information/items that are submitted late and therefore delay the completion of Projects are; floor plans, content for content spots & Client logo and/or brand guidelines, DWG files, materials lists, interior design information and feedback.

Client Projects Priced at £1,500\* or less are given a standard turnaround time of 10 Working Days from the date of on-site capture (i.e. – the day after the RV Employee leaves site is the first day of the turnaround time allocated to that Project). Client Projects Priced at £1,501\* to £3,500\* will have a standard turnaround time of 15 Working Days. Client Projects Priced at £3,501\* to £7,000\* will have a standard turnaround time of 20 Working Days, unless otherwise specified by the RV Project Representative. For Client Projects Priced at £7000+\*, prior to a Project commencing, the Client may specifically state a particular date by which the Client wishes for the Project to be delivered. The RV Representative will work with the Client to agree upon a practical deadline for Project delivery. The Client must ensure an email stating and confirming a satisfactory completion date has been received.

From time to time RV may be required to state a turnaround time that is outside of the above standard turnaround times. This will be communicated to the Client prior to the Project being confirmed.

\*Exclusive of travel and accommodation costs.

#### 4.1.2.1 EXPRESS TURNAROUND

There will be a charge for completing a Project in fewer Working Days than the standard turnaround time stated in the "Project Turnaround Time" section of this document. There is a standard administration charge for express turnaround as stated in the RV Pricing list, in addition to the standard administration charge, the Client will have to pay 2% of the overall

Project cost for each day less than the standard turnaround time. For example, if a Client must have a £1,000 Project turned around in 6 Working Days, the Client will need to pay the standard administration charge for express turnaround, plus an additional 2% (£20) for each of the 4 days (10 day standard turnaround, minus the 6 days required turnaround = 4 days less than the standard turnaround time). For this example, the charge would be: standard administration charge for express turnaround (see RV Pricing list) PLUS £80.

At the Client request and where the Client is willing to pay the appropriate fee, RV will try to accommodate an Express Turnaround where possible, however, other Client Projects and RV resources may limit the speed of delivery that RV can commit to. Assuming the Client can deliver all Assets and feedback within the time agreed, RV will always deliver Projects on time when committed to a deadline.

#### 4.1.2.2 DELAYED FEEDBACK OR PROVISION OF ASSETS

RV must be protected against a Client's delayed feedback and/or delayed provision of Assets. Delay of either of these items can ultimately postpone the completion date of a Project and after an extended duration the RV Project Representative will need to spend additional time becoming re-familiarised with the Project, this is an inefficient use of RV time.

An RV Project often has one or more elements that are part of a larger Client Project (i.e. a component of a new website or website update). On occasion RV will require information from the Client or a third party in order to complete a Project, one example scenario is when the latest branding for a template is not completed by a third party but is required to complete an RV Project.

40 Working Days after an RV Employee has spent his/her first day on-site for a Client or has begun work on an office based Project, a further 25% of the Project total will be invoiced. Full payment of this 25% will be required in line with the standard payment terms. After a further 20 Working Days (cumulatively 60 Working Days since the Project began) the remainder of the Project will be invoiced and payment will be required in line with the standard payment terms.

#### 4.1.2.3 RE-SCHEDULING PROJECT DELIVERY DEADLINES DUE TO DELAYED FEEDBACK OR PROVISION OF ASSETS

If the Client fails to deliver feedback or Assets in accordance to the deadlines agreed with the RV Project Representative, this will result in the Client Project being delivered later than originally agreed.

RV have busy schedules of work and the schedules for "productive" Employees (includes but is not limited to Developers, CG Architectural Visualisers, Video Editors, Video Animators, Multimedia Technicians & Graphic Designers), will often be booked out for days or weeks in advance. The delivery of Client Projects is meticulously planned and so delay to a Project caused by a Client can result in downtime for RV Employees. Time for the Client Project will then have to be re-allocated and a new vacant slot identified. This may cause significant delays to a Client Project, or alternatively could result in additional costs if the Client insists on achieving the original deadline as RV will have to pay Employees to work overtime or will bring in freelance assistance at a greater cost to RV in order to complete the Project in less time than was previously agreed.

RV always recommends the Client schedules time for feedback and review sessions into their diary and the diary of other Client-side Project stakeholders. To complete any Project to a high standard and deliver that Project on-time requires preparation and Project management from the Client as well as RV.



#### 4.1.3 CLIENT FEEDBACK & RV AMENDMENTS

##### 4.1.3.1 STANDARD FEEDBACK AND AMENDMENTS PROCEDURE

Unless stated otherwise, each Client Project shall accommodate a maximum of one round of Client feedback and RV amendments.

It is the Client's responsibility to provide fully collated feedback from each and every Project stakeholder. RV highly recommends that the most senior stakeholder is involved with feedback at each and every review stage of the Project. RV experience suggests that whilst senior Client figures may sometimes not wish to commit time to checking a Project during its early stages, this can prove costly during the latter stages of a Project if the senior Client figure then wishes to make changes that have already been Approved by Client colleagues at an earlier stage of the Project.

Client Project amendments will be made and a new version of the Product supplied to the Client with a minimum turnaround time of 3 Working Days. The RV Project Representative reserves the right to alter the duration in which the Project amends will be turned around and a new version supplied to the Client.

RV will not proceed with a round of feedback until ALL collated feedback has been presented to RV by the Client. Delayed feedback will potentially delay the Project delivery date, RV will not turnaround an amendment stage in less duration than previously agreed due to a Client providing feedback at a later date than agreed.

The feedback and amendment process will progress as follows:

1. RV completes a Product to meet the original Client Project specification, as agreed.
2. Client receives the Product, distributes to all Project stakeholders, collates and refines all feedback, has further discussion with RV Project Representative, Client provides RV with clear and concise feedback via email (note – feedback only delivered via phone and not via email is not acceptable). Client confirms there is no further feedback at this stage.
3. RV confirms it has received all feedback, RV confirms the date for delivering the 2nd version of the Product. RV begins the amends stage.
4. RV submits a 2nd version of the Product.
5. The Client receives the 2nd version of the Product. RV will charge for any further changes or amendments.
6. At this stage of the Project, RV expects to receive timely Project Approval. Once RV has received Project Approval, RV will supply all of the necessary Project Assets.
7. 10 Working Days after the date on which the stage 5 email from RV has been dispatched to the Client, RV will close the Project (no further amends to be made) and send the Client the agreed Product/Project content and will issue a final Project invoice, regardless of whether the Client has responded to the email dispatched by RV 10 Working Days earlier.

##### 4.1.3.2 PILOT STAGE

On occasion and for the benefit of the Client and the Project, where there are a number of repeat elements or where a template can be produced, RV may agree to add a Pilot Stage to the feedback process.

A Pilot Stage will involve running the Standard Feedback and Amendments Procedure outlined above an additional time. Once for the Pilot Stage, which will involve perfection of the Product "template" and a second time once all Products have been produced using that template.

A Pilot stage gives the Client the opportunity to Approve a perfect template, potentially reducing expense as changes are only made to one part of a multiple element Project. The Client must note that should the Client Approve the Pilot stage and then wish to make changes to the



template at a later stage, the Client will be charged for such changes. Equally, if the Client wishes to change elements of subsequent videos that were approved in the Pilot video, this will also incur additional charges, charged at the RV Standard Hourly Rate, and result in delays to the Project delivery date.

#### 4.1.3.3 IOS VERSION OF NAVIGATION

Where the Client has paid a separate amount for an iOS version of an RV Product, the desktop/laptop version will always need to be approved and receive Project Approval prior to moving onto the development of the iOS device version. Once the iOS device version is ready for Client review, the Standard Feedback and Amendments Procedure will begin again.

#### 4.1.4 SUPPLY OF PRODUCT, IMAGES AND CONTENT

On completion of every Project, RV will supply the Client with the Product in-line with the format agreed pre-Project. The standard method of supplying a Product will be to email the Client a web-link. Should the Client wish to receive content in an alternative format than was originally specified or in more than one format, this must be discussed with the RV Project Representative and confirmed via email. Additional charges may apply.

It is the responsibility of the Client to download all Product content supplied by RV within 5 Working Days of the dispatch date of the RV email containing links to the Product content. Once the Client has downloaded Product content, RV recommends that the Client stores this Product content in a structured way and backs up this content to ensure the Client can access (and distribute internally or to a third party) the content at any point in the future. Provided the Client heeds this advice, there should never be a need to request for Product content to be re-uploaded.

#### 4.1.5 PRODUCT CONTENT – ARCHIVE RETRIEVAL AND RE-UPLOAD

Hard drive space on RV's active systems is naturally finite - for this reason RV operates an archive procedure whereby files for projects are moved to a separate archive drive for safe data storage.

After the initial 5 Working Day period (See section "Supply of Product, Images and Content"), should the Client (or any affiliated company, third party or agency working for the Client) require Product content to be re-uploaded by RV, RV will charge a nominal set fee for retrieving this Product content from the RV archive and re-uploading the Product content.

The standard time it will take RV to email a link or dispatch a data DVD/USB to the Client is 3 working days from the point of request.

Assets will be supplied via web-link (for Client download) unless data size of Assets exceeds 250MB. Assets exceeding this limit may be dispatched to the Client via data DVD/USB (standard 1st class post) unless it is convenient for RV to upload the Assets for access via a web-link.

Where Assets are uploaded via web-link, the Client will need to download all of the Product content within 5 Working Days (See section "Supply of Product, Images and Content").

3 years after RV first started work on a Project, the Project will no longer be available on the RV archive. RV will therefore not be able to provide the Client with any Assets relating to the Project. Should the Client wish to receive all of the Project Assets prior to the 3 year deadline, there will be a charge.

Unless RV has arranged a retainer with a Client (very rare), whereby the Client pays a monthly fee to cover the cost of ad-hoc work and requests, then the Client will be charged by the hour for any requests made by the Client that results in RV using Employee or Director time. RV has a minimum charge of 2 hours. The RV hourly rate can be seen in the Pricing element of any RV quote.

Archiving will automatically occur upon a 2 month period of Project inactivity. Should future updates be requested by the Client once Project files have been archived, an archive retrieval fee will apply to cover

the time involved in re-accessing the files in addition to costs attributed to the requested modification work itself.

## 4.2 POST-PRODUCTION - 360S & STILL PHOTOGRAPHY SPECIFIC

### 4.2.1 INFO SPOTS

The standard RV "Information Spot" Product allows for a maximum of 30 characters (including spaces) for the title and 440 characters (including spaces) for the main body of text. Should the Client require an amount of content within an info. spot that equates to more than the aforementioned number of characters, an additional charge will apply.

### 4.2.2 360 TILT LIMITS

The "tilt limit" refers to the point where a user's view of the zenith (top) or the nadir (bottom) of a 360 is restricted. This is a "Global" setting in the RV 360 code; changing the tilt code for every 360 within a Project is an uncomplicated process, but setting individual tilt limits for one or more 360(s) within a Project is complex. Setting varying tilt limits within a Project will incur an additional charge.

### 4.2.3 HOSTING

#### 4.2.3.1 HTTPS

RV hosting is not HTTPS enabled, as no sensitive user data is ever submitted to or held by RV. Should a Client require HTTPS hosting (For example, if the Client wishes to iframe the tour into a HTTPS enabled website), the Client will be required to cover the cost of setting up a valid SSL certificate, and may be required to pay a monthly or annual charge to maintain this certificate.

#### 4.2.3.2 STANDARD 360S & STILLS PHOTOGRAPHY

Standard 360s & Stills Photography Client Projects will be hosted using the standard RV web-page template with user navigation of either floor plans or slide out style navigation. RV will add a Client's logo, any additional changes will be chargeable. The logo will be copied from the Client's website. Should the Client require any changes to the standard template (please request an example of the template if unsure) there will be an additional charge.

Should the Client require any future changes to the Client brand, logo, contact details, colours or any other item associated with the Product, this will incur a cost charged at the RV Standard Hourly Rate.

#### 4.2.3.3 STANDARD TEMPLATE WINDOW SIZE

When hosting or supplying 360 virtual tour files, the standard 360 window size will be 960 x 410, with a small alternative of 780 x 330. All 360s will be displayed using the RV Flash viewer on desktop and laptop. If the Client requires anything other than the standard viewing window this may incur an additional charge.

The minimum sizing for an RV 360 viewing window is 490 pixels wide by 360 pixels tall. Clients should be aware that creating a 360 with smaller dimensions will result in the RV buttons overlapping and therefore will require additional development work for it to function correctly. This may incur an additional charge.

#### 4.2.3.4 HOSTING CHARGES (RV SERVER)

Hosting (up to 1GB of bandwidth per month) is free for 5 years from the date that the link to the RV hosted Product is emailed to the Client. After the initial 5 year period the Client will be requested to pay £10 per year if the Client wishes for the Product to remain live.

1 GB equates to approximately 2000 visitors per month (depending on the number of 360s the individual user views per visit). The majority of RV Clients will not use more than 1GB. 1GB to

5GB of bandwidth usage per month will be charged at £10 per month, 5GB to 10GB is charged at £20 per month, 10GB+ is Priced on Application. Payment in advance for a 6 month period (minimum) is required.

When (and only when) an additional charge is applicable, on a Bi-annual basis the Client will be sent a statement of bandwidth usage. Should the Client have paid in advance but not exceeded the bandwidth limit for any month(s) within the period, the Client will be refunded only for those months where bandwidth limit was not exceeded.

RV reserves the right to amend the URL of an RV hosted Client Product at any time. In the event of web address changes for RV hosted Client Products, the Client will be notified via e-mail (with 5 Working Days' notice) and may need to amend any links to RV hosted Products that are linked to from within the Client's website, online pages or off-line marketing material. RV will not cover any associated Client costs incurred should RV change a web address linked to RV produced Client Products that are hosted by RV.

#### 4.2.3.5 SERVER DOWNTIME

RV has an impeccable history of absolute minimal server downtime. RV works closely with trusted suppliers to ensure absolute minimum server downtime and takes the precaution of ensuring its supplier runs a back-up system in another location should the primary data centre experience any severe down-time. However, should the online content RV hosts on behalf of a Client experience down-time (despite all precautions taken by RV and its trusted supplier) RV cannot accept responsibility.

RV do take responsibility for archiving Client development files off-line and for a small retrieval fee RV can supply the Client with these files (up to a maximum of 36 months after the Project was invoiced) for the Client's web-developer to host on the Client's behalf. RV do not charge Clients for hosting apart from in exceptional circumstances (see the section "Hosting Charges"), for this reason, any assistance required by the Client to move or provide content will be charged at the RV Standard Hourly Rate.

Should RV ever be in a position whereby the server charges can no longer be met, at the Client request, RV would provide the Client with the hosted Product to allow the Client to seek an alternative host for their RV Product. This service will be charged at the RV Standard Hourly Rate.

#### 4.2.3.6 CLIENT HOSTING: TEST INTEGRATION FILES

Should the Client wish for the Client's internal web developer or an external third-party web developer to host RV Products, then RV highly recommends the Client requests Test Integration Files (TIF) in the early stages of the Project. To ensure there is minimum delay in a Client Project going live, it is recommended that full testing takes place prior to RV attending the shoot at a Client's premises. RV will send the Test Integration Files to help the Client test RV Products with the Client systems. If the Client wishes to integrate the RV Product within a CMS (Content Management System), a database, or anything else that could be deemed 'non-standard', testing prior to receiving the completed Project files from RV is highly recommended in order to avoid possible post-production delays.

Should the Client's web developer or external third-party web company require technical assistance and/or advice in order to integrate RV Products within the Client system, this assistance will be charged at the RV Standard Hourly Rate.

#### 4.2.3.7 CLIENT HOSTING: PHP

RV Projects make use of the PHP web programming language in order to reduce processing time and reduce the cost to the Client. If the Client's hosting runs on a server that does not

support PHP, RV must be made aware at the TIF stage so that relevant changes can be made. On some Projects, this may incur an additional cost.

#### 4.2.3.8 CLIENT HOSTING: TECHNICAL ASSISTANCE

Should the Client require any alterations to the code of a Product or any changes to the Product template, interface or navigation, RV must be notified prior to post-production work commencing. Typically, post-production work will commence as soon as a shoot has been completed or as soon as RV is in receipt of all information and items required to complete the Project. Should the Client delay the communication of changes, this could delay the completion of the Project and if the Client fails to inform RV of required changes, this will result in additional costs.

Where RV Products are hosted on a Client website and carry the RV branding, RV reserves the right to request amendments to incorrectly integrated files, where RV feels the incorrect integration is deemed to have a detrimental effect on the perceived quality of the RV brand, service or solutions.

### 4.3 SUPPORT AND COMPATIBILITY

#### 4.3.1 PLATFORMS, DEVICES & BROWSERS

New platforms, devices and browsers (PDB) are constantly coming to market and existing PDB are constantly evolving. It is in the best interest of the developers of these PDBs to ensure all online products work on their PDB. However, RV cannot be held responsible should future PDB developments cause errors, issues or conflict with the Products of RV. It is in the best interest of RV to provide a cost-effective solution to resolve such issues.

#### 4.3.2 SUPPORT FOR DEVICES

Client Products will be developed for use on RV Compatible Devices. The end user experience of an RV Product will vary depending on the device used.

Clients benefiting from a Standard RV 360 Template (See link for example: [www.rv333.com/tncs/standard-rv-360-template](http://www.rv333.com/tncs/standard-rv-360-template)) will be charged should the Client require any changes to the way this template functions, feels or operates when viewed on any RV Compatible Device.

Where Client Projects include any elements that do not exist in the Standard RV 360 Template, there will be an additional charge for a version that supports use on the iPhone, iPad and iPod touch.

RV can offer varying levels of iPhone, iPad and iPod touch support for a Client Product, varying levels of support will be charged at different Price points.

#### 4.3.3 "RV TOUCH" AND FUTURE DEVELOPMENT

In May 2012 RV went live with "RV TOUCH", the iOS supported 360 solution. RV Client Projects produced pre-May 2012 were not designed for use on iPhone, iPad and iPod touch. In order for Client Projects that went live before May 2012 to work on iPhone, iPad and iPod touch devices, there will be a charge to upgrade the Client Project.

RV will make every attempt to build Client Products with consideration for future operating system developments, however, once a Project/Product is complete and an email with the Product link has been dispatched to the Client, RV accepts no responsibility for resolving any errors, issues, conflicts or incompatibility issues that may arise as the developers of devices make changes and/or upgrade the device hardware and operating systems. Where possible RV will endeavour to offer Clients an upgrade to their RV Product in order to resolve issues, but in most cases this upgrade will take RV time to complete and thus the Client will be charged.

During the time between Project completion (the point at which a link to the completed Client Project is first dispatched via email) and the Client providing Project Approval, should any browser, platform or device compatibility issues arise, it will be at the discretion of RV as to whether these issues are resolved without charge.

#### 4.3.4 BROWSER SUPPORT

The companies that produce browsers continually update their products, eventually making older versions of those products redundant. RV will not spend the time and resource changing RV Products to ensure support for browsers that represent a small share of the international market.

A list of the browsers RV support can be found here – [www.rv333.com/tncs/browser-compatibility](http://www.rv333.com/tncs/browser-compatibility)

Should the Client wish for a non-RV-supported browser to be supported, the Client must notify RV prior to the Project commencing, at this point RV will confirm whether or not the requested support can be given and will quote a Price for such browser support.

RV will make every attempt to build Client Products with consideration for future browser developments, however, once a Project/Product is complete and an email with the Product link has been dispatched to the Client, RV accepts no responsibility for resolving any errors, issues, conflicts or incompatibility issues that may arise as the developers of internet browsers make changes and/or upgrades to their products. Where possible RV will endeavour to offer Clients an upgrade to their Product in order to resolve issues, but in most cases this upgrade will take RV time to complete and thus the Client will be charged.

Whilst RV strives to ensure a consistent experience between supported browsers, please note that all browsers display web pages differently, and so minor aspects of the RV Product may vary from browser to browser.

#### 4.3.5 MINIMUM SYSTEM REQUIREMENTS

For a user to be able to effectively view RV Products on a PC or a MAC, the user's hardware must meet the minimum specifications outlined at the link below (note – the browser specifications stated at the link below are not relevant) for browser specifications see [www.rv333.com/tncs/browser-compatibility](http://www.rv333.com/tncs/browser-compatibility):

[www.rv333.com/tncs/tech-spec](http://www.rv333.com/tncs/tech-spec)

#### 4.3.6 MINIMUM INTERNET CONNECTION REQUIREMENTS

RV uses a range of expert techniques when optimising Products to ensure they load as quickly as possible. However, for the user to get the most out of an RV Product, RV recommends a 3G or broadband connection as the minimum requirement. RV does not produce content for users of dial-up connections.

Users with slow broadband internet connections with heavy traffic are likely to experience slow loading times when viewing RV Products.

RV Products are unlikely to work on connections of 1Mb/s or less and thus RV Products are not designed for users with such restricted bandwidth. Should the Client need to design Products for such users, it is likely that there will be an additional charge. Clients can check the speed of broadband they are using by visiting: [www.rv333.com/tncs/connection-speed](http://www.rv333.com/tncs/connection-speed)

#### 4.3.7 UPDATING HISTORIC CLIENT PROJECTS

As technology evolves, RV updates the software used to run the RV Products. When RV receives a request from a Client for updates or additions to an existing Project, as a responsible supplier, RV has a duty to best advise the Client on how to proceed.

It is often very time consuming for the RV Employees (technical and development Employees) to delve back into and change historic Project code. This time has to be paid for by the Client at the RV Standard Hourly Rate. When adding elements or updating historic RV Projects it will often be more cost effective to update the entire Project even to make small amends. The RV Representative will advise the Client on the best and most cost effective course of action.

See below for the RV software improvements that are part of Projects produced after May 1st 2012 (major "RV Touch" software update):

- Designed for compatible mobile Devices (in addition to laptops and desktops).
- "Motion Control" option when viewing on compatible mobile devices (tilt device and the 360 moves).
- 360s pan much more smoothly.

#### 4.3.8 UPDATE OF CLIENT TEMPLATES

The RV software is constantly evolving and improving to maintain great usability in a fast moving marketplace. RV works with numerous Clients that have Client specific templates in place to help ensure the Client's users experience both consistency and a unique/bespoke Product. RV will regularly update Client templates in-line with the latest RV developments. Updates occur regularly, RV will not notify the Client of updates unless RV deems the updates as "major" to the point where they warrant informing the Client.

RV will NOT update historic Client Projects, Products or templates. The template updates will only affect future Client Projects, no historic updates will be made unless the Client specifically requests such updates and pays accordingly.

### 4.4 POST-PRODUCTION – CG SPECIFIC TERMS

Note – the items in this section supersede the same items found within the generic terms of this document. All other terms in this document outside of those mentioned below, apply to CG Projects.

#### 4.4.1 RENDER EXPORT RESOLUTION – STILL RENDERS

RV will render still images for the Client at a standard resolution of 3508 x 2480 pixels at 300DPI (high resolution A4). If the Client requires settings that differ from those mentioned above, the Client must make this clear prior to the Project commencing. Please note, if the Client wishes to 'crop' or 'zoom' in on a render, a simple solution can be offered at no extra cost, however the export resolution will be reduced from that listed above. To retain the export resolution listed above, we would need to go back several stages to re-frame, export and photoshop the CGI – all of which would be subject to charge at the RV standard hourly rate.

#### 4.4.2 RENDER EXPORT RESOLUTION – ANIMATION

As standard, CG animations will be exported in an MP4 file format (H.264 codec – audio

contained is AAC) and with a standard resolution of 1280 x 720 (720p). RV can provide the Client with compression setting information on request. If the Client requires settings that differ from those mentioned above, there may be an additional charge.

If the Client requires settings that differ from those mentioned above, the Client must make this clear prior to the Project commencing. Rendering an animation can be very time consuming and expensive, should the Client decide to alter the intended resolution of an animation after the start of a Project, there will be an additional charge. For further information about hosting animations, refer to Section "Video Hosting".

#### 4.4.3 STANDARD TURNAROUND

Due to the nature of CG Projects there is no standard turnaround time for Projects. A delivery date will be given to the Client for each CG Project, as with all RV Projects, the delivery date will be highly dependent on timely feedback and provision of Assets by the Client. Should the Client have a specific deadline in mind, this must be communicated prior to the Project commencing, the RV Project Representative will state whether this deadline is achievable

### 4.5 POST-PRODUCTION - VIDEO SPECIFIC TERMS

Note – the items in this section supersede the same items found within the generic terms of this document. All other terms in this document outside of those mentioned below, apply to Video Projects.

#### 4.5.1 STANDARD VIDEO PROJECT TURNAROUND TIMES

Project turnaround times for video are based upon the first minute of edited footage taking 6 Working Days and an additional 1 Working Day for each minute after the first minute.

For example – if the Client requires the edit of 4 x 3 minute videos (total 12 minutes), the 1st stage of the edit process (to deliver the Client the 1st edit of the videos) will take 6 days for the 1st minute plus an additional 11 Working Days for the remaining 11 minutes. Assuming the Client has provided all Assets associated with the Project, all 4 videos will be ready for the Client to review 17 Working Days after the last day of the video shoot.

As standard, RV cannot commit more than one Employee to the edit process of one Client. Using more than one editor on the same Project is often less efficient and it makes the process difficult to manage and thus takes RV more time. If the Client wishes for a video Project to be completed in a time that is less than the standard turnaround time, then an express turnaround charge will apply. See the section titled “Express Turnaround”. This charge will cover the cost of either getting a 2nd editor involved with the process, to cover overtime costs or freelance rates required to deliver a Project in less time than originally specified.

#### 4.5.2 VIDEO COMPRESSION

As standard, Client videos will be exported in an MP4 file format (H.264 codec – audio contained is AAC) and with a standard resolution of 1280 x 720. RV can provide the Client with compression setting information on request. If the Client requires settings that differ from those mentioned above, there may be an additional charge.

#### 4.5.3 VIDEO HOSTING

For maximum compatibility with user devices as well as speed of streaming, RV highly recommends that Client videos are hosted by YouTube.

Many of RV's solutions require direct integration between video player functionality and the navigation system itself - something that is possible using YouTube's advanced and heavily developed API (a platform enabling developers to integrate and perform actions with the video player).

As standard RV will not set-up a YouTube account for a Client, nor will RV upload videos to YouTube on behalf of the Client. Both set-up and upload are chargeable at the RV Standard Hourly Rate. For no additional charge RV can upload Client videos to the RV YouTube channel for a Client to link to or iframe into the Client website.

If the Client video is to be included as a clickable item within a 360 or within a Client Virtual Open Day, RV will use YouTube to host Client videos as default. Should the Client wish to use a different hosting service, RV will have to charge the Client to carry out a suitability audit. The audit will then identify



whether using the alternative hosting service will incur further Client costs due to RV working with unfamiliar hosting systems.

Most other video streaming/hosting services will charge for video storage and bandwidth usage. At the earliest opportunity the Client must notify RV of any intention the Client has of hosting their video(s) on a non-YouTube service. RV can supply the Client with further reasoning as to why YouTube is the preferred hosting platform for video.

Note – some countries (China is one – written January 2013) have YouTube blocked. There are usually alternative platforms that can be accessed by users residing in nations with restrictions. It is the responsibility of the Client to bring to the attention of RV any need for users with restricted YouTube access to be able to view Client videos. On request RV can carry out specific research in a consultancy capacity to determine the latest accessibility, this will be charged at the RV Standard Hourly Rate.

#### **4.5.4 VIDEOS APPEARING IN DEVICE NATIVE PLAYERS**

The Client should be aware that when a video is opened on some iOS Devices, the video will open in the native Apple player. When a user accesses a video via a “video spot” within a 360, the video will need to be hosted in YouTube. YouTube hosted videos may need to open automatically in the Device’s YouTube application, when the video has finished playing, the user will not be automatically taken back to the Client Project.

#### **4.5.5 VIDEO PREVIEWS**

RV will upload Client videos to YouTube for Client Preview. These videos will be “unlisted” to ensure members of the public cannot access the videos.

Should the Client require videos to be made ready for preview in any other way, there may be an additional charge.

## **5 THE PROPERTY MISDESCRIPTIONS ACT 1991 (REPEAL) ORDER 2013**

The Client accepts ultimate responsibility for ensuring that any RV production adheres to representation standards/requirements – from both a legal and company policy standpoint. At the request of the Client, RV will add a disclaimer (wording of which is to be provided by the Client) for no charge. On approving and using an RV product, the Client has by definition approved the wording used in any disclaimer present within a Project or Product.

## **6 ACCESSIBILITY**

As standard RV’s solutions don’t incorporate any accessibility features such as audio versions or alternative language versions. Should the Client be interested in including any particular accessibility feature, this should be raised prior to the Client making a pre-project payment.

## **7 RIGHTS**

### **7.1 INTELLECTUAL PROPERTY & COPYRIGHT**

#### **7.1.1 Intellectual Property Rights**

All Intellectual Property Rights in connection with the Deliverables (excluding client-supplied materials contained therein) shall be the property of RV as per UK Copyright Law. For further information on



Intellectual Property Rights and Copyright, visit the Intellectual Property Office website at <https://www.ipo.gov.uk>

#### 7.1.2 Rights For Deliverables

In order to use the Deliverables for the purposes, via the channels/platforms and in the territories defined and agreed in the Brief (and only for such use anticipated by the Brief), RV shall grant the Client a royalty free Standard Licence for those Deliverables, coming into effect on full payment of the final invoice.

#### 7.1.3 Rights For Propositional Materials

Prospective Clients shall have no Rights in respect to propositional materials produced by RV (such as, but not limited to pitchwork and tender materials) and unauthorised use or distribution is strictly prohibited and shall constitute infringement of copyright.

### 7.2 STANDARD LICENCE TERMS & PERMISSIONS

#### 7.2.1 Predominant Permission Clause

The Client may use the Deliverables in ways defined and agreed in the Brief only. If the Client wishes to use the Deliverables in ways going beyond those defined and agreed in the Brief, the Client must approach RV for prior written consent in the form of a bespoke Extended License.

#### 7.2.2 Third Party Materials

Where Deliverables involve the use of third party material (such as a licence for background music), RV will secure those licences as necessary to allow the required use of said materials to the extent defined and agreed in the Brief only. Any use of the Deliverables and/or materials going beyond those defined and agreed in the Brief shall be at the Client's wish and the Client shall indemnify RV in respect of any claim arising out of such use (for clarity, third party music, for example, shall not be licensed for any such use outwith the Brief).

#### 7.2.3 Coordination, Development & Realisation Materials

Where RV supplies materials or makes any such presentation to the Client in the coordination, development and realisation of the Deliverables as defined and agreed in the Brief (such as an associated Concept Document or Gantt Chart), the Client shall have no right to make use of those materials (see "Intellectual Property Rights" clause) beyond their intended usage in the coordination, development and realisation of the Deliverables unless otherwise agreed between the parties in writing via a bespoke Extended Licence.

#### 7.2.4 Third Party Use Of Deliverables

If the Client wishes to use or authorise another party to use any part of the Deliverables in a manner not defined and agreed in the Brief, RV will withhold its consent for such use pending an agreement between the parties as to reasonable fees and/or royalties via a bespoke Extended Licence.

#### 7.2.5 Use Of Deliverables

The Client may only use the Deliverables for the purpose(s) specified in the Brief and as per additional Permitted Uses (see "Permitted Use Of Deliverables" clause) providing they are defined and agreed in the Brief. As per UK Copyright Law, the Client may not use the Deliverables in products for resale, licence or other distribution, unless (i) the proposed use is allowable under an agreed Extended Licence; or (ii) copyright has expired i.e. the original Deliverables are now in the public domain and have subsequently been fundamentally modified or transformed beyond recognition, thereby constituting an original Derivative Work and entitling the creator to copyright protection for that work under UK Copyright Law. For clarity, whilst copyright is in effect, the Client cannot superficially modify the Deliverables and shall

constitute infringement of copyright. If there is any doubt that a work is a permitted Derivative Work, the Client should either obtain an Extended License or contact RV for guidance.

#### **7.2.6 Permitted Use Of Deliverables (Brief Dependent)**

Strictly subject to the restrictions described under the “Standard Licence Prohibitions” clauses and providing such uses are defined and agreed in the Brief, the following are Permitted Uses of Deliverables: (i) advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards, but not for resale, license or other distribution; (ii) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations; (iii) on-line or electronic publications, including web pages; (iv) prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified above, but not for resale, license or other distribution; and (v) any other uses approved in writing by RV via an Extended Licence. If there is any doubt that a proposed use is a Permitted Use, the client must contact RV for guidance and prior written consent via a bespoke Extended Licence.

### **7.3 STANDARD LICENCE PROHIBITIONS**

#### **7.3.1 Predominant Prohibition Clause**

For clarity, the Client may not do anything with the Deliverables that is not defined and agreed in the Brief or permitted via written agreement with RV via a bespoke Extended Licence.

#### **7.3.2 Template-capable Applications**

The Client may not use the Deliverables in template-capable applications where the intention is to create Derivative Works for subsequent reuse and/or resale unless otherwise agreed between the parties in writing via a bespoke Extended Licence.

#### **7.3.3 Incorporation Of Deliverables**

The Client may not incorporate the Deliverables into another product that results in a redistribution or re-use of the Deliverables in a manner not defined and agreed in the Brief;

#### **7.3.4 Defamation**

The Client may not use or display the Deliverables in a manner considered by RV as (i) obscene, immoral or defamatory in nature; (ii) likely to bring any person or property contained in the Deliverables into disrepute; or (iii) depicting that person insensitively and in such a manner that is likely to be offensive or unflattering to any person featured within in the Deliverables.

#### **7.3.5 Sub-licensing**

The Client may not sub-licence, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Deliverables or the Rights granted under these terms;

#### **7.3.6 Peer-to-peer distribution**

The Client may not post a copy of the Deliverables on a network server or web server for unknown use by other users or make the Deliverables available for download or distribution via peer-to-peer file sharing or file transfer protocol.

### **7.4 STANDARD LICENCE COMPLIANCE & TERMINATION**

#### **7.4.1 Regulatory Compliance**

Under the Standard Licence (and all Extended Licences, if granted), it shall be the sole responsibility of the Client to ensure that the Deliverables comply with any and all laws, regulations, guidelines and codes relevant to the usage defined and agreed in the Brief and to ensure that the Deliverables carry the

accompanying disclaimers, warnings and public information required. The Client shall indemnify RV from any and all liability arising from any action alleging that the Deliverables or use of them are non-compliant.

#### 7.4.2 Retention Of Rights

Under the Standard Licence (and all Extended Licences, if granted), RV shall retain the right to use the Deliverables for the purposes of advertising or otherwise promoting RV and its interests.

#### 7.4.3 Termination

A Standard Licence will be terminated immediately and automatically if the Client breaches the terms of Rights laid out in the entirety of this "Rights" section and if the Client (i) does not pay the final invoice for Deliverables by the due date specified; (ii) company (incorporated), partnership (unincorporated), charity (registered) or sole trader respectively liquidate, dissolve or die; (iii) becomes or is declared insolvent having a liquidator, receiver, administrator, manager or trustee appointed over its assets; or (iv) ceases all business activity.

### 7.5 SOURCE MATERIAL

#### 7.5.1 Source Material Rights

As per the "Intellectual Property Rights" clause, all Intellectual Property Rights in connection with the Deliverables shall be the property of RV as per UK Copyright Law. The Client shall have no Rights in relation to any Source Material (such as, but not limited to, video rushes or RAW camera files), including software-generated project files (such as, but not limited to, video edit project files e.g. Adobe Premiere Pro project files), unless otherwise agreed between the parties in writing via a bespoke Extended Licence.

#### 7.5.2 Licensing Exemptions

Certain Source Material cannot be licenced via an Extended Licence due to its sensitive and critical importance to RV's commercial success. This includes, but is not limited to (i) 360 web files and code; (ii) CGi proprietary scripts & pipeline code; (iii) personalised video project files and code; (iv) web project files and associated code.

#### 7.5.3 Licensing Discretion

Licensed use of Source Material via a bespoke Extended Licence shall be entirely at RV's discretion and be entirely subject to our Standard Licence Terms, Permissions and Prohibitions unless specifically exempted from those terms in that Extended Licence.

#### 7.5.4 Third Party Material Licensing Responsibility

Where Source Material (software-generated project files in particular) is supplied as part of an Extended Licence and involves the use of third party material (such as, but not limited to, background music or stock imagery/footage), those third party materials shall be licensed for the purposes, channels/platforms and in the territories defined and agreed in the original Brief and Deliverables only. It shall be the sole responsibility of the Client to procure alternative licenses for those third party materials in line with the requirements of any new Deliverables. The Client shall indemnify RV from any and all liability arising from any action alleging that the third party materials are incorrectly licensed and/or unlicensed for their revised usage under an Extended Licence.

#### 7.5.5 Third Party Software Plugins

Where Source Material (software-generated project files in particular) is supplied as part of an Extended Licence and the creation of those materials has been contingent on the presence of a software plugin, it shall be the sole responsibility of the Client to procure a copy of that software plugin for their own use in line with the requirements of any new Deliverables.

#### 7.5.6 Source Material Remuneration

Delivery of Source Materials shall be subject to additional charges relative to the nature, value, complexity and volume of those Materials and the subsequent terms agreed in that Extended Licence.

#### 7.5.7 Source Material Rights Retention

RV shall retain the right to use and repurpose any and all Source Materials as per Intellectual Property Rights and UK Copyright Law as part of all Standard Licence and Extended Licence agreements for the purposes of advertising or otherwise promoting RV and its interests.

## 8 VALUE ADDED TAX (VAT)

All rates are subject to VAT unless a valid Tax Exemption Certificate is presented to RV for its records.

## 9 SHIPPING

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

## 10 INSURANCE LIABILITY

RV maintains employers, public and products liability insurance cover. The policy is underwritten by Aviva Insurance Ltd and the extent of cover is provided below:

- Policy number: REVO01PV02
- Employers liability – worldwide - £10,000,000
- Public liability - worldwide - £2,000,000
- Products liability - worldwide - £2,000,000

A certificate of Employers liability insurance can be made available to the Client upon request.

## 11 WARRANTY

As the intrinsic value of the Client's own products bears no relationship to the charges for RV Products, RV assumes no responsibility for the loss or damage from any cause whatsoever, including loss resulting from negligence of RV Employees. Should a product be found to be defective, RV 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. Clients waive any claim for adjustment in billing which is not timely and presented according to the provisions of this paragraph.

## 12 VIRTUAL OPEN DAY – GUIDANCE AND ADVICE FOR PROJECT TERMS

On making a pre-Project payment the Client is confirming that they have read and agree to the terms detailed below and the Project specification as outlined in the Pricing table above. If any of these terms are not agreeable, it is essential that the Client raises such points prior to making any payment to RV.

### 12.1 CLIENT REQUESTED DEADLINES

The Client must advise RV of any specific completion deadlines prior to making the pre-Project payment. RV will advise what is possible and provide a detailed schedule of work for the Project. If any

of the Client feedback stages proposed by RV do not offer the Client adequate time (in terms of time allocated for the Client to feedback) or if the scheduled dates are inconvenient (consider meetings and annual leave of the Client Dedicated Point of Contact), the Client must make RV aware of this prior to the Client making the pre-Project payment.

## **12.2 PROJECT SCHEDULE & FEEDBACK**

RV will provide a schedule of work with various feedback milestones. The Client agrees to allocate enough time for the Client and any other relevant stakeholders (such as architects or web developers) to feedback on progress and to communicate any changes that may be required.

Note - RV will deliver each phase of the Project on time. RV recommends that the Client adds an entry into their calendar to ensure time is allocated to this Project when required. Should the Client require input from other stakeholders, the Client must communicate the schedule with such parties.

## **12.3 CLIENT FEEDBACK PROCESS**

Any and all feedback relating to a given production stage should be confirmed at the corresponding Client feedback stage. A single round of feedback must be provided by a single Client Contact via a single (all-encompassing) email. Should any further information be provided by the Client after this point, the Client will be charged for both assessing the information provided and any resulting implementation. This point is to help avoid delays to the Project and to ensure efficient use of RV project manager time. By providing carefully considered and conclusive feedback all at one point in time, the RV project manager can provide a full and robust response to all Client concerns & requests.

## **12.4 CLEAR COMMUNICATION OF FEEDBACK**

At any of the Client's feedback stages, the Client will confirm any and all changes (accompanied by adequate reference imagery/files) within the time period agreed at the outset of the Project. If the Client does not communicate feedback in a timely, clear and concise manner, this is likely to result in Project delays and potentially additional costs. Please note that feedback periods are typically delayed when the Client fails to explain required changes in a manner that can clearly be understood, resulting in RV having to ask for clarification of Client points. Further delay can be caused if (during feedback) the Client is reliant on a third party.

## **12.5 CLIENT DELAYS TO THE PROJECT**

The Client acknowledges that any delay to the Project caused by the Client (or the Client's stakeholders, such as architect or web developer) will result in delays to other Project milestones and ultimately to the completion date agreed at the outset of the Project. Such delays by the Client may have an exponential effect on the actual Project completion date as RV will have to amend the schedule of work for the Client Project, the RV team and other RV (client) projects also with deadlines. For example – a 5 working day delay in feedback from the Client could delay the next stage of the Project by much more than 5 working days as the Client will have missed the scheduled slot for work on the Client Project.

## **12.6 CLIENT DEDICATED POINT OF CONTACT**

The Client must have 1 “dedicated point of contact” (1 person from the Client organisation). Such complex Projects are rarely managed successfully if the Client has more than 1 key contact person.

## 12.7 COMPATIBILITY TESTING

There will be at least one 'embed testing' stage whereby RV will supply the Client with 'Test Integration files' (TIF) in order for the Client to carry out a representative test embed. In order to avoid the discovery of compatibility issues at later stages of the Project (which are potentially timely and costly to resolve), it is the Client's responsibility to ensure the test embed is carried-out at each of the testing stages and to report any compatibility issues back to RV within the allotted time frame. To minimise the risk of compatibility conflicts arising, RV encourages the Client to place the Project files in a location on the Client's web server which is outside of their CMS - and then to use an iframe code within the CMS to 'target' and display the content on the appropriate page.

## 12.8 BROWSER & DEVICE SUPPORT

The companies that produce browsers continually update their products, eventually making older versions of those products redundant. RV will not spend the time and resource changing RV Products to ensure support for browsers that represent a small share of the international market.

A list of the browsers RV support can be found here – [www.rv333.com/tncs/browser-compatibility](http://www.rv333.com/tncs/browser-compatibility)

Please note that we regularly update our Browser & Device support documents, the version of the document that is relevant to a particular Project is determined by the date on which the Client has made the pre-project payment.

Should the Client wish for a non-RV-supported browser to be supported, the Client must notify RV prior to the Project commencing, at this point RV will confirm whether or not the requested support can be given and will quote a Price for such browser support.

RV will make every attempt to build Client Products with consideration for future browser developments, however, once a Project/Product is complete and an email with the Product link has been dispatched to the Client, RV accepts no responsibility for resolving any errors, issues, conflicts or incompatibility issues that may arise as the developers of internet browsers make changes and/or upgrades to their products. Where possible RV will endeavour to offer Clients an upgrade to their Product in order to resolve issues, but in most cases this upgrade will take RV time to complete and thus the Client will be charged.

Whist Revolution Viewing strives to ensure a consistent experience between supported browsers, please note that all browsers display web pages differently, and so minor aspects of the RV Product may vary from browser to browser.

The Client must make all relevant Project Stakeholders (web teams for example) aware of the applicable browser and device support prior to the Client making a pre-project payment.

## 12.9 VARIATION OF INTERFACE DESIGN FOR DIFFERENT DEVICES

Typically, to serve as many users as possible with content most effectively, RV will encourage the Client to produce both a desktop version and a touch version of their custom navigation solution. Whilst elaborate interactive navigation systems may work well for desktop usage, touch devices - due to their reduced screen-size and gesticular user interaction - tend to be best served by a much simpler interface.

## 12.10 SUPPORT FOR RESPONSIVE WEBSITES

Where the Client has a responsive website, as standard, RV's desktop solution will purely be 'scalable' (it will adjust its size but the layout and function will remain the same at all sizes) and not 'responsive' (where the layout and structure of the interface itself changes at various scale 'break-points'). Due to the

elaborate nature of desktop VOD/Virtual Tour navigation interfaces, when scaled below a certain point they would become impractical to use and text elements would become illegible. For this reason, as standard RV will build the desktop solution with an 'Extent of Scalability' which essentially dictates the largest and smallest widths supported by the solution. When the user's browser window is scaled down to a point that forces the VOD below the lowest supported width, a notice screen will be implemented prompting the user to expand their browser window. The Extent of Scalability will be communicated in the early stages of development. Should the Client require anything outside the standard approach described here, this must be raised with RV prior to the Client making a pre-Project payment.

It is the responsibility of the Client to implement RV's standard 'scalable' desktop solution within their website. Due to there being numerous Content Management Systems employed by Clients, one method of embedding may function for some Clients, but may not for others. RV will be able to discuss and advise (where possible) on how to embed a Client's Project, but this service will be charged at the RV Standard Hourly Rate.

## 12.11 VIDEO HOSTING

For maximum compatibility with user devices as well as speed of streaming, RV highly recommends that Client videos are hosted by YouTube.

Many of RV's solutions require direct integration between video player functionality and the navigation system itself - something that is possible using YouTube's advanced and heavily developed API (a platform enabling developers to integrate and perform actions with the video player).

As standard RV will not set-up a YouTube account for a Client, nor will RV upload videos to YouTube on behalf of the Client. Both set-up and upload are chargeable at the RV Standard Hourly Rate. For no additional charge RV can upload Client videos to the RV YouTube channel for a Client to link to or iframe into the Client website.

If the Client video is to be included as a clickable item within a 360 or within a Client Virtual Open Day, RV will use YouTube to host Client videos as default. Should the Client wish to use a different hosting service, RV will have to charge the Client to carry out a suitability audit. The audit will then identify whether using the alternative hosting service will incur further Client costs due to RV working with unfamiliar hosting systems.

Most other video streaming/hosting services will charge for video storage and bandwidth usage. At the earliest opportunity the Client must notify RV of any intention the Client has of hosting video on a non-YouTube service. RV can supply the Client with further reasoning as to why YouTube is the preferred hosting platform for video.

Note – some countries (China is one – written January 2013) have YouTube blocked. There are usually alternative platforms that can be accessed by users residing in nations with restrictions. It is the responsibility of the Client to bring to the attention of RV any need for users with restricted YouTube access to be able to view Client videos. On request RV can carry out specific research in a consultancy capacity to determine the latest accessibility, this will be charged at the RV Standard Hourly Rate.

## 12.12 VIDEOS APPEARING IN DEVICE NATIVE PLAYERS

The Client should be aware that when a video is opened on some iOS Devices, the video will open in the native Apple player. When a user accesses a video via a "video spot" within a 360, the video will need to be hosted in YouTube. YouTube hosted videos may need to open automatically in the Device's YouTube application, when the video has finished playing, the user will not be automatically taken back to the Client Project.



### 12.13 ACCESSIBILITY

As standard RV's solutions don't incorporate any accessibility features such as audio versions or alternative language versions. Should the Client be interested in including any particular accessibility feature, this should be raised prior to the Client making a pre-project payment.

Due to the nature of the RV rich media products, increased accessibility versions can result in substantial additional costs and sometimes a compromise in the interactivity or even quality of the end product.

### 12.14 ADDITIONAL EXPENSES

Additional expenses relating to a Client Project that have not been identified or a cost specified prior to the Project commencing will be added to the final invoice if not included in the initial quote or pre-project invoice; these charges may include but are not limited to:

- Licensable assets required to complete the Project
- Client requested Fonts
- Music licensing
- Accommodation
- Travel costs
- Food – lunch
- Food – evening meal when staying in Client paid accommodation (assumes working for Client the following day)
- Parking
- Congestion charge
- Production/planning meetings

### 12.15 FACILITY / LOCATION PREPARATION

Prior to the RV Employee(s) arriving at the Client's facility, it is the responsibility of the Client to have read, considered and implemented the points on the Location Check Sheets supplied by RV. Not doing so can delay the on-site aspect of a Project resulting in additional costs for the Client or may negatively impact upon the quality of the final Product.

### 12.16 CHAPERONE

Where a location shoot requires RV Employee(s) to relocate throughout the day or the Project requires the Client's input, RV highly recommends that the Client ensures that a Key Point of Contact with good knowledge of the Project and the location is available for the entire time RV is on location.

### 12.17 TEXT CONTENT

The Client is entirely responsible for providing all text content for the Project and ensuring the text content is correct and final at the point that it is supplied to RV. Amendments to text once the content has been applied to the Project is often time consuming and will incur additional cost, it may also delay the final delivery date of a Project. At the Client's request RV can offer a copy-writing service - the impact upon project costs and time frame are naturally dependent upon the amount of text required and number of review opportunities the Client requests.



## 12.18 FUTURE UPDATES

RV understands that the Client may periodically require updates to the solution once RV has completed the first iteration. RV encourages the client to approach such changes in batches or phases in order to make the most of RV's time and get the best value for money. Hard drive space on RV's active systems is naturally finite - for this reason RV operates an archive procedure whereby files for completed projects are moved to a separate archive drive for safe data storage. Archiving will also be actioned upon an extended period of inactivity (exceeding 2 months) on a Project. Should future updates be requested by the Client once Project files have been archived, an archive retrieval fee will apply to cover the time involved in re-accessing the files in addition to costs attributed to the requested modification work itself. RV highlights to the Client clause 4.1.6 in the terms below which covers the archive procedure in detail.

## 12.19 GOOGLE ANALYTICS

All RV web-files contain analytics tracking code that gives RV the opportunity to track the use of a product after it is passed to the client. This allows RV to monitor any issues with the product and collate aggregate data to assist with development of RV products (often device usage statistics). Should a Client wish to receive statistical/analytical reports based on the data captured, this can be facilitated for a fee.

If there is any reason the client does not wish for this code to be included, this request must be made prior to the pre-project payment being made, if requested at any time after work on the project has commenced, there may be a charge to remove the code.

This concludes the contractual heads of terms specific to RV 3D Projects. The remainder of the RV T&Cs are very much relevant and by making a pre-Project payment, the Client is agreeing to all of the points listed above, along with the entire T&Cs of Revolution Viewing LTD available below. Should the Client wish to raise any concerns about any of these terms, this must be done prior to the Client making a pre-Project payment.

## 13 CG – GUIDANCE AND ADVICE FOR PROJECT TERMS

On making a pre-Project payment the Client is confirming that they have read and agree to the terms detailed below and the Project specification as outlined in the Pricing table above. If any of these terms are not agreeable, it is essential that the Client raises such points prior to making any payment to RV.

### 13.1 CLIENT REQUESTED DEADLINES

The Client must advise RV of any specific completion deadlines prior to making the pre-Project payment. RV will advise what is possible and provide a detailed schedule of work for the Project. If any of the Client feedback stages proposed by RV do not offer the Client adequate time (in terms of time allocated for the Client to feedback) or if the scheduled dates are inconvenient (consider meetings and annual leave of the Client Dedicated Point of Contact), the Client must make RV aware of this prior to the Client making the pre-Project payment.

### 13.2 PROJECT SCHEDULE & FEEDBACK

RV will provide a schedule of work with various feedback milestones. The Client agrees to allocate enough time for the Client and any other relevant stakeholders (such as architects or web developers) to feedback on progress and to communicate any changes that may be required.

Note - RV will deliver each phase of the Project on time. RV recommends that the Client adds an entry into their calendar to ensure time is allocated to this Project when required. Should the Client require input from other stakeholders, the Client must communicate the schedule with such parties.

### **13.3 CLIENT FEEDBACK PROCESS**

Any and all feedback relating to a given production stage should be confirmed at the corresponding Client feedback stage. A single round of feedback must be provided by a single Client Contact via a single (all-encompassing) email / agreed feedback enabling software. Should any further information/feedback be provided by the Client after the relevant feedback stage, the Client will be charged for both assessing the information/feedback provided and any resulting implementation. This point is to help avoid delays to the Project and to ensure efficient use of RV project manager time. By providing carefully considered and conclusive feedback all at one point in time, the RV project manager can provide a full and robust response to all Client concerns & requests.

### **13.4 IMAGE PREVIEW STAGES**

-“White Card” (WC) stage, the Client must approve or feedback on - all structural, modelling, camera placement and animation, music, graphics (Client logo, Client development logo, key message captions), disclaimer & edit style elements.

-“Materials” or “Material Stepped Camera Path” (MSCP) stage, the Client must approve or feedback on - all material, textural and lighting elements.

### **13.5 CLEAR COMMUNICATION OF FEEDBACK**

When RV provides the Image Previews at the 2 stages outlined in point 14.4 (Image Preview Stages), the Client will confirm any and all changes (accompanied by adequate reference imagery/files) within the time period agreed at the outset of the Project. If the Client does not communicate feedback in a timely, clear and concise manner, this is likely to result in Project delays and potentially additional costs. Please note that feedback periods are typically delayed when the Client fails to explain required changes in a manner that can clearly be understood, resulting in RV having to ask for clarification of Client points. Further delay can be caused if (during feedback) the Client is reliant on a third party (e.g. Architects).

### **13.6 CLIENT DELAYS TO THE PROJECT**

The Client acknowledges that any delay to the Project caused by the Client (or the Client's stakeholders, such as architects) will result in delays to other Project milestones and ultimately to the completion date agreed at the outset of the Project. Such delays by the Client may have an exponential effect on the actual Project completion date as RV will have to amend the schedule of work for the Client Project, the RV CG team and other RV (client) projects also with deadlines. For example – a 5 working day delay in feedback from the Client could delay the next stage of the Project by much more than 5 working days as the Client will have missed the scheduled slot for work on the Client Project.

### **13.7 CLIENT DEDICATED POINT OF CONTACT**

The Client must have 1 “dedicated point of contact” (1 person from the Client organisation). Such complex Projects are rarely managed successfully if the Client has more than 1 key contact person.

### 13.8 RV COMMUNICATING WITH THIRD PARTIES (E.G. CLIENT-APPOINTED ARCHITECT)

On occasion it may be necessary for RV to liaise directly with a third party appointed by the Client. This is a practice that must be kept to an absolute minimum, at the request of RV, the Client must be involved in all communication with such a third party. Should the Client request that RV liaise with a third party for what results in more than 1 hour throughout the life of the Project (calls & emails), at the point where time spent communicating passes the 1 hour mark, the Client will be notified and further communication with the third party will be billed as a Project Management fee to be charged at the standard RV hourly rate.

### 13.9 REFERENCE FILES & INFORMATION

The Client acknowledges that the RV CG team will be working from the files & reference material that have been provided at the outset of the Project. It is imperative that the information/material/mood boards provided to RV are correct and accurate and therefore it is crucial that the Client takes the time at the beginning of the Project to ensure the specification of the Project is correct.

The Client understands that any alterations to the development, property, architectural drawings, landscaping, materials, fixtures, fittings, furniture or any other item of specification that are requested AFTER the pre-Project payment has been made will incur additional charges and is likely to delay the final delivery date of the Project.

As standard RV will not re-use existing house type models. There are numerous technical reasons (RV is happy to supply further detail) as to why this is often not a commercially viable option. Should a client request for RV to consider potential savings by re-use, RV will need to charge a min. fee (charged at the standard RV hourly rate) to do so - regardless of whether there is any time and or cost savings.

### 13.10 LANDSCAPE CONTOURING

#### 13.10.1 DEVELOPMENT SPECIFIC

RV will include development specific landscape contouring (relief) as part of the quote process for CGI's and animations by default. RV will replicate the landscape contouring plans and information supplied by the Client at the beginning of the Project. Landscape contouring is a complex production process and will only cover the areas surrounding the plots outlined in the quote. Updated plans or information provided after commencement of the project is likely to incur substantial costs.

#### 13.10.2 NON-DEVELOPMENT SPECIFIC

Where the client does not need development specific landscaping and contouring (relief) for a CGI, RV can model a basic generic flat landscape to showcase a single house-type. The generic flat landscaping includes a small area of road, pavement, pathway and planting in front of the property using 'artistic license', all at RV's discretion. As incorporation of development specific contouring involves a fundamentally different and more complex production process, requesting a change to contours after pre-Project payment has been made is likely to incur substantial costs.

### 13.11 OTHER BUILDINGS IN THE LOCAL AREA

The Client acknowledges that only those properties/elements that are included within the agreed scope of the Project will be modelled and materialised. The Client understands that buildings not on the architectural drawings but that do fall within the vicinity of the development are not included within the scope of the CG Project by default. The Client acknowledges that, should RV need to include any such buildings in the CG work, this needs to be raised with RV prior to the Client making a pre-Project

payment. The Client appreciates that RV will require thorough reference photography (at minimum) in order to accurately quote for the additional work.

### **13.12 DUPLICATION OF BUILDINGS**

If applicable and in order to represent the layout of the development, RV may duplicate properties. Customisation of these duplicated properties, if requested, is extra work and therefore the Client will be charged the appropriate cost.

### **13.13 OBJECTS, MODELS & PLANTING PLANS**

Unless an alternative specification is requested by the Client and detailed in the pre-Project invoice, RV will offer the following solutions for the following items:

#### **13.14 THROUGH-WINDOW VISIBILITY**

##### **13.14.1 Interior Elements**

Standard curtains/blinds applied, consistent look. No ornaments or furniture. All at RV's discretion. (Applies to exterior CG images and animations.)

##### **13.14.2 Exterior Elements**

Where there is a view from a window, RV will create basic exterior items and objects at RV's discretion. Please note that differing internal and external lighting levels will often mean that very little is clearly visible from inside when looking out. (Specific to interior CG images and animations.)

#### **13.15 PLANTING USED IN LANDSCAPING**

Includes flowers, shrubs, bushes and trees. RV will replicate the landscape plans and information supplied by the Client at the beginning of the Project, using stock models in the "RV Stock Object Library" that best match the information provided by the Client. For RV to produce a specific object that is not available in the "RV Stock Object Library", it can be extremely time consuming and therefore will carry a specific cost per object requested.

#### **13.16 LANDSCAPE – VOIDS AND EMPTY SPACES**

It may not be possible to avoid featuring empty spaces or voids beyond the boundary of the modelled development. In such scenarios, the Client acknowledges that RV will propose a solution that RV feels is sympathetic to the environment but is likely to be exercising a certain level of 'artistic licence' and will be a practical solution that requires a nominal amount of time to implement.

#### **13.17 SPECIFIC PROPS/OBJECTS/ITEMS VISIBLE**

RV uses a standard set of stock objects in the "RV Stock Object Library", these items include: sofas, tables, chairs, cutlery/crockery, rugs, plants, trees, BBQs, park benches, paving, cars, people and anything and everything else that is visible in a CG Project. For RV to produce a specific object that is not available in the "RV Stock Object Library", it can be extremely time consuming and therefore will carry a specific cost per object requested.

#### **13.18 ITEMS NOT INCLUDED IN A CLIENT PROJECT**

These items will not be included unless the Client makes a specific request and pays the quoted Price: services (electrical panels/plugs/switches, gas meters/boilers/flue/protective baskets, wall/roof

ventilation, extractors and heaters, fire hydrants), telephone networks, external taps, alarm systems, exterior lights, street furniture, street guttering, street service access panels, substations and electric vehicle charging points.

Note A - Prior to the Client making a pre-Project payment, should the client require an alternative solution to any of the standard solutions stated above, a detailed brief must be submitted to RV. Should the Client require an alternative solution to any of the solutions stated above after pre-Project payment has been made, there may be an additional charge and added time implications that could ultimately delay the delivery of the Project.

Note B - Where the Client wishes to have control & input regarding items/objects/landscapes viewed from a window, RV must be provided with a detailed brief and charges will apply.

### **13.19 THE PROPERTY MISDESCRIPTIONS ACT 1991 (REPEAL) ORDER 2013**

The Client accepts ultimate responsibility for ensuring that the CG production adheres to representation standards/requirements – from both a legal and company policy standpoint. At the request of the Client, RV will add a disclaimer (wording of which is to be provided by the Client) for no charge.

### **END**

This concludes the contractual heads of terms specific to RV CG Projects. The remainder of the RV T&Cs are very much relevant and by making a pre-Project payment, the Client is agreeing to all of the points listed above, along with the entire T&Cs of Revolution Viewing LTD available above. Should the Client wish to raise any concerns about any of these terms, this must be done prior to the Client making a pre-Project payment.

We look forward to working with you – the Revolution Viewing team.