



Last updated March 27, 2019. Replaces all prior versions.

TERMS AND CONDITIONS OF SERVICE

Agreement

If the Client utilizes any of the services of **360hometours.ca Inc.**, they are bound to the Terms and Conditions as outlined herein. It is the responsibility of the Client to assume that a Terms and Conditions exists, and that it should be read and understood prior to utilizing **360hometours.ca Inc.** services.

Copyright

360hometours.ca Inc. retains all rights to creative material including photos and/or video supplied to the Client. All creative material produced for the Client is licensed, not sold, and may be used by the Client for all marketing associated with the current sale of that property in accordance with local MLS rules, unless those rules are deemed to be out of date with current Canadian Copyright Law Bill C11.

Creative material including photos and video that are for generic marketing material used by the Client will be licensed for a length of time determined at the time the original estimate is given.

For further information on Canadian Copyright Law, please read this article at <https://capic.org/copyright-laws>.



Additional Usage

Subsequent usage of any media **360hometours.ca Inc.** supplies, such as using our photos for any promotional items other than for the listing it was photographed for, transferring the photos to another listing agent, trade, or service, requires a separate licensing agreement and an additional fee to be agreed upon.

360hometours.ca Inc. may at its discretion, resell the photos or video footage to another Client should the original listing be taken over by another listing agent. No compensation will be given to the original Client who contracted **360hometours.ca Inc.** to photograph or video the listing.

360hometours.ca Inc. may use photos or video for its own promotional material at any time.

Estimates

Any fees quoted by **360hometours.ca Inc.** are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. Estimates are made in good faith of the time and expenses **360hometours.ca Inc.** anticipates and any errors and omissions made may be charged at our discretion.



Payment

Payment is due upon project completion. We require a valid credit card on file for booking. The credit card on file will be billed once the service is complete. If you do not want your credit card details kept on file for future appointments after project has been billed, please let us know at time of booking. Late processing fees and interest will be applied to accounts more than 14 days overdue.

Grant of any usage rights is conditioned upon receipt of payment in full.

Payment may be made by credit card, e-transfer or cheque. We do not accept cash.

If payment terms are not negotiated, a \$50 late processing fee will be charged for invoices not paid within 14 days. After 14 days, interest will be charged on past due balances at a rate of 2% a month, commencing from the service date. After 14 days, the \$50 processing fee and interest will be charged monthly until the invoice has been paid in full.

Scheduling

Please contact us via telephone on 604.210.1240 or email at info@360hometours.ca to schedule your appointment. We appreciate several days advance notice though will always do our best to accommodate short notice bookings. We may be able to book an appointment within a couple of hours of your call.



Cancellation / Rescheduling

If cancellation or rescheduling is necessary for any appointment, we prefer at least 48 hours of notice.

If cancellation or rescheduling is necessary for any photography, basic film or floor plan appointment, a **minimum 24 hour notice** must be provided, otherwise a \$50 minimum charge will apply.

For custom film productions and all aerial services, a **minimum 24 hour notice** must be provided, otherwise a \$200 minimum charge will apply.

The Client shall pay all expenses incurred up to the time of the cancellation.

Same day cancellations will incur the full cost of the appointment booked.

Home Preparation

It is essential that the home is prepared for the photography or/and filming appointment and ready upon the arrival of the photographer.

We provide a **Photography Preparation Checklist** at <https://www.360hometours.ca/wp-content/uploads/media-server/resources/360hometours.ca-photography-preparation-checklist-en.pdf>.

Please use this as a guide to prepare the home. Unless otherwise arranged with the photographer, a home that has not been prepared will not be photographed and must be rescheduled.



If the home is not ready to be photographed when the Photographer arrives, as per the **Photography Preparation Checklist**, then the Photographer may choose to wait until the home is ready. Waiting or cleanup and staging assistance time, if available, is charged at \$100 per hour or portion thereof and added to the invoice.

Onsite Services

Onsite services such as photography and videography will typically take between 45 minutes to 3 hours depending on property size and service chosen.

Please contain all pets in a room(s) that will not be photographed.

Please try to minimize the amount of people in the home. **Please do not book showings or other appointments during the photography session.** Delays incurred on-site falling outside the scope of work required by any member of **360hometours.ca** will be billed to the Client at \$100 per hour.

Matterport 3D Showcase

A Client who orders Matterport 3D tours, in addition to the **360hometours.ca** Terms and Conditions, is subject to the Matterport Terms of Service. For further information please review the **Matterport Terms of Service** at <https://matterport.com/legal/terms-of-service-web>.



Delivery / Archival

Images and virtual tours are typically available between 24 and 48 hours after the shoot. The images are edited and optimized for quality before delivery to our Clients. New Clients will be setup with their own personal login and password to access all of their property listings on 360hometours.ca. An email will be sent from 360hometours.ca containing the Client's login credentials.

The Client will receive an email once the media has been processed for a new listing. From the user login, the Client can download the images via a ZIP folder, copy the virtual tour link and manage their listings. Additional assistance to obtain zipped files and step through instructions to upload the images to MLS can be purchased for an extra fee.

Our cinematic films are typically available within three to five days of the shoot. Completed films are uploaded to 360hometours.ca YouTube and/or Vimeo Pro channels. Video files are also available upon request via Dropbox.

All media produced is archived three months after project completion. Media is deleted from our archives two years after project completion.

Additional Fees

Travel – A travel fee applies for areas outside of Metro Vancouver and some areas within Metro Vancouver. If a travel fee applies to your listing, it will be included in your estimate.

Tolls – A toll fee/s may be applied to your invoice if the 360 Team Member has to incur this expense if travelling to your listing. If a toll fee applies to your listing, it will be included in our estimate.



Parking – A parking fee may be applied to your invoice if the 360 Team Member has to incur this expense to photograph your listing.

Retouching – All final photos are colour corrected as per our calibrated monitors. **360hometours.ca Inc.** is not responsible for the Clients monitor colour interpretation. Any additional retouching requested by the Client will be charged out at \$100 per hour.

Media Retrieval – All media produced is archived three months after project completion. Media retrieval is subject to a \$100 fee per project once it has been archived.

Client Representation

The Client is responsible to be present at the shoot to approve the Photographer's interpretation of the assignment. If the Client is not present, the Photographer's interpretation shall be deemed acceptable.

Indemnification

The Client hereby indemnifies and holds **360hometours.ca Inc.** harmless against any and all liabilities, claims, and expenses, including lawyers fees, arising from the Client's use of **360hometours.ca Inc.**'s work.



REQUIREMENTS FOR OPERATING UNMANNED AIR VEHICLES

Below are just a few of the regulations enforced by Transport Canada.

Operational Range

Our pilots must maintain continuous unaided visual contact with the Unmanned Aerial Vehicle (UAV) sufficient to be able to maintain operational control of the UAV, know its location and be able to scan the airspace in which it is operating to decisively see and avoid other air traffic or objects.

Safety Perimeters

The safety perimeter is a buffer area of at least 100ft around the UAV required by Transport Canada, away from any traffic or persons not directly associated with the operation. We are only permitted to stop traffic from entering the safety perimeter temporarily, to give us time to land our UAV (and let traffic through). This is only possible in low traffic areas, unless street occupancy permits are obtained and within budget.

Controlled Airspace

If/when flying in controlled airspace, we must firstly submit flight plans to the appropriate airport and get approval to operate.



Safety and Privacy

Explicit permission must be granted by owners to fly over any private property.

All neighboring properties within the safety perimeter must be notified for safety and privacy reasons before any flights.

All properties that might be captured (within reason) outside the safety perimeter must be notified for privacy reasons.