

STANDARD TERMS OF SERVICE

3D virtual tours and related services - business clients

Version 3.0 | Dated 21st January 2026

How these terms work. Your signed Project Order and this exact dated version together form the Agreement. The Project Order contains the services, dates and prices; these terms explain the standard working arrangements. If they conflict, the Project Order takes priority.

1. About these terms

These Standard Terms of Service apply to services supplied by David Barker trading as Big Buzz Productions and Virtual Venue Tours, 35 Hazelmere Road, St Albans, Hertfordshire AL4 9SA (we, us or the Company) to a business client (the Client). They do not apply to a consumer buying mainly for personal use.

The Client's signed project order, accepted quotation or other written order that identifies these terms is called the Order. The Order and this exact dated version of the Standard Terms together form the Agreement. If they conflict, the Order takes priority.

The Agreement starts when the Client signs or otherwise accepts the Order. It replaces earlier discussions about the same services, but it does not replace any separate written agreement for another project.

2. What we will provide

We will provide the services and deliverables described in the Order with reasonable care and skill. Any date or timetable is an estimate unless the Order expressly calls it a fixed deadline.

The agreed fee covers only the work listed in the Order. Rescanning, additional areas, new or replacement content, extra hotspots, redesign, website work, integrations, downloads, editable files and changes to the original brief are not included unless the Order says otherwise. We will explain and agree any extra charge before carrying out material additional work.

We may use suitably experienced assistants, subcontractors and third-party platforms to provide the service. We remain responsible for the services we directly control.

3. What we need from the Client

The Client will:

- give us safe, uninterrupted access to the agreed areas at the confirmed time, together with parking, access instructions and any required site induction;
- make sure the venue is clean, dressed, lit, unlocked and ready to scan before we arrive;
- keep people, animals, vehicles, confidential material and movable obstructions out of shot where appropriate;
- tell us in advance about hazards, restricted areas, operational rules and anything that must not be captured;
- obtain all permissions, notices and licences needed from owners, occupiers, staff, guests and anyone else whose rights may be affected;
- supply accurate, final content on time and confirm that it has the right to let us use it;
- appoint one authorised contact who can give instructions and approve the work; and

- check each virtual tour proof carefully before publication and identify anything that should be removed, obscured or corrected.

If the Client delays access, information, content, instructions or approval, we may adjust the timetable and charge reasonable additional costs caused by the delay.

The Client will be responsible for reasonable losses or third-party claims caused by its failure to obtain a necessary right, permission or licence, except to the extent that we caused or contributed to the loss.

4. Capture conditions and technical limits

We will use reasonable care and skill to create a clear, well-connected virtual tour. Outdoor and mixed indoor/outdoor scanning is subject to suitable weather, lighting, access and site conditions. If conditions are unsuitable, we will discuss the best practical approach with the Client, which may include adjusting the scanning plan or arranging another suitable time.

Virtual tours depend on the physical venue, line of sight and the current capabilities of the camera and hosting platform. We may make sensible capture and editing decisions to achieve the best practical result within the agreed brief.

Virtual tours and any measurements displayed in them are intended for visual and marketing purposes only. They are not surveys, architectural records or measured drawings and must not be relied upon for construction, valuation, safety or surveying decisions.

5. Delivery, checking and changes

Delivery takes place when we send the Client a proof link, live link, embed code or other agreed output.

Unless the Order says otherwise, the Client has five working days after delivery to send one combined list of factual corrections. We will correct any reproducible failure to meet the agreed specification. Rescanning, a new brief, new creative work or replacement content is additional work and may be quoted separately.

The work is accepted when the Client approves it, publishes or embeds it, or does not report a material problem within the review period - whichever happens first. Acceptance does not affect any legal right that cannot be excluded.

6. Fees and payment

The Client will pay the production, hosting, travel and other agreed charges shown in the Order. Unless the Order says otherwise, invoices are payable within 14 days.

A genuine invoice query must be raised promptly. The Client must still pay any undisputed amount on time.

If an undisputed payment is overdue, we may pause production, publication or hosting after giving at least five working days' written notice. The Client remains responsible for charges properly incurred during any suspension.

We keep all rights available under the Late Payment of Commercial Debts (Interest) Act 1998, including statutory interest, fixed compensation and reasonable recovery costs.

7. Postponement and cancellation

The Client may postpone or cancel a confirmed production date by email. We may charge for work already completed and non-refundable external costs, plus the following proportion of the production fee:

- 8-14 calendar days' notice: 25%;
- 3-7 calendar days' notice: 50%; and
- less than 3 calendar days' notice, refused access or a materially unready venue on arrival: 100%.

At our reasonable discretion, we may apply some or all of a cancellation charge as credit towards a promptly rebooked project.

If we reasonably consider the weather unsafe or unsuitable for agreed outdoor capture, we will reschedule the affected work and neither party will be in breach. Unless the Order says otherwise, the first weather-related reschedule is included. Any further attendance, travel or venue costs will be agreed before another visit.

If we need to postpone because of illness, equipment failure or another operational problem, we will tell the Client promptly and offer a reasonable replacement date. If no date can be agreed within 30 days, the Client may end the unperformed production work and receive back any advance payment for work that will not be supplied.

8. Hosting and third-party platforms

The tours will be hosted on Matterport's cloud platform. We provide the available link and embed code, but we do not control Matterport's infrastructure, security rules, compatibility, features, pricing or continued availability.

Unless the Order says otherwise, the hosting fee covers hosting and routine account administration for the listed models, reasonable availability monitoring and one analytics summary in each 12-month period on request. It does not cover rescanning, editing, content changes, new hotspots, website work, integrations, priority support or recovery from changes made by the Client or another supplier.

We are not responsible for an outage, cyber incident, loss of functionality, platform change or discontinuance caused by Matterport or another supplier and outside our reasonable control. Where practical, we will keep the Client informed and pursue any available supplier remedy.

We may review a recurring hosting fee after its first 12 months by giving at least 30 days' written notice. We may also pass on a material increase in third-party hosting costs on the same notice. The Client may end the hosting service before an increase takes effect.

If a platform withdraws a material service or makes continued hosting commercially impracticable, we may offer a reasonable alternative, change the hosting service on 30 days' notice or end the affected hosting. We will refund any prepaid fee covering a period after the service ends.

9. Ownership and permitted use

Each party keeps the intellectual property it owned before the Agreement. The Client keeps ownership of the text, logos, photographs, video, links and other material it supplies.

Subject to the platform's terms, we own our capture work, tour assembly, production materials, workflows and completed tours. Raw capture data, source data and editable files are not supplied unless we agree otherwise in writing.

Once all due production charges have been paid, the Client receives a non-exclusive licence to display, embed and use the completed tours for its own business marketing and venue promotion while the relevant hosting fees remain paid.

The Client must not remove any pre-agreed branding, sell or sublicense a tour, copy or extract underlying data, reverse engineer the service, interfere with the hosting platform or use a tour unlawfully. This does not prevent ordinary sharing, embedding or promotion permitted by the Agreement.

The Client gives us and our suppliers permission to use and adapt its supplied material only as needed to provide and support the service.

Unless the Client opts out in writing before publication, we may name the Client and show public-facing work in our portfolio, showreel, proposals, awards entries and marketing. We will not disclose confidential commercial information for that purpose.

A request to transfer a hosted model is subject to all charges being paid, the platform's current rules and any administration fee agreed with the Client. Transfer or export cannot be guaranteed because it depends on third-party functionality.

10. Privacy and confidentiality

Each party will follow applicable UK data protection law for personal data it controls. Unless we agree otherwise in writing, each party acts as an independent controller for its own use of personal data.

The Client decides who and what may be captured and published. It is responsible for notices, permissions and identifying anything that should be removed or obscured, particularly where children or vulnerable people may be present. Automated face-blurring or platform tools may not identify every person, vehicle registration, screen or sensitive item, so the Client's proof review is important.

If the parties later agree that we will process personal data solely on the Client's documented instructions, they will put any additional controller-processor terms required by data protection law in writing before that processing begins.

Each party will protect the other's confidential information and use it only for the Agreement. This does not cover information already lawfully known, independently developed, public through no breach, or required to be disclosed by law.

11. Events outside reasonable control

Neither party is responsible for delay caused by something genuinely outside its reasonable control, such as severe weather, fire, flood, epidemic, government action, utility or communications failure, transport disruption, venue closure, civil disorder or a supplier/platform failure.

The affected party will tell the other promptly, take reasonable steps to reduce the effect and restart work when possible. If the event materially prevents the work for more than 45 days, either party may end the affected service. The Client will pay for work already supplied and committed non-refundable costs; we will refund any advance payment for work that will not be supplied.

12. Responsibility if something goes wrong

Nothing in the Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else that the law does not allow either party to limit.

Subject to that sentence, neither party is responsible for indirect or consequential loss, or for loss of profit, revenue, business, bookings, goodwill, anticipated savings or opportunity.

Subject to the same exceptions, our total liability connected with the Agreement - whether in contract, negligence, breach of statutory duty or otherwise - will not exceed the greater of £1,000 and 150% of the fees paid or payable to us under the Agreement during the 12 months before the event giving rise to the claim.

We are not responsible to the extent a loss is caused by inaccurate instructions, Client-supplied content, a venue change after capture, failure to review a proof, unauthorised third-party changes or a third-party/platform event described above. Each party must take reasonable steps to reduce avoidable loss.

We do not promise any particular level of website traffic, visitor engagement, bookings, sales or search visibility because these depend on factors outside our control.

13. Ending or suspending the service

Either party may end a rolling monthly hosting service by giving the notice stated in the Order, or 30 days' written notice if the Order does not specify a period. Production work may otherwise be ended only under the cancellation, events-outside-control or breach provisions in the Agreement.

Either party may end the Agreement immediately if the other seriously breaches it and, where the breach can be fixed, does not do so within 14 days after written notice.

We may suspend or end a service immediately if the Client uses a tour unlawfully, creates a material security or reputational risk, becomes insolvent or repeatedly fails to pay undisputed sums.

Ending the Agreement does not affect rights already built up. The Client must pay charges and costs due up to the end date. When hosting ends, public access may stop on that date. Unless platform or security requirements prevent it, we will retain a model for up to 30 days for a transfer request, after which it may be archived or deleted.

14. General points

Changes to an Order must be recorded in writing and agreed by authorised representatives. A revised version of these website terms applies to a current Agreement only if both parties agree, except that a notified change to an ongoing hosting service may take effect under section 8. New versions may apply to future orders.

Formal notices may be sent by email to the addresses in the Order, or to a replacement address notified in writing. An email is treated as received when sent without a delivery failure before 5.00 pm on a working day, otherwise on the next working day.

The Client may not transfer the Agreement without our written consent, which will not be unreasonably withheld. We may transfer it to a successor to the relevant business on written notice.

No delay in using a right waives it. If one term is invalid or unenforceable, the remaining terms continue. No third party may enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

The Agreement may be signed electronically and in counterparts. The law of England and Wales applies, and the courts of England and Wales have exclusive jurisdiction.

CONTACT

Virtual Venue Tours / Big Buzz Productions

David Barker

35 Hazelmere Road, St Albans, Hertfordshire AL4 9SA

Email: david@bigbuzzproductions.co.uk