



## TERMS AND CONDITIONS

# Australian itour - Virtual Tours

All work on this website is © Australian itour 2006 – 2012. No work is to be reproduced without authorisation. This includes all copy, static images, graphics and interactive tours.

Every <http://www.australianitour.com.au/> project is governed and bound by these terms and conditions, so please make sure you're happy with them before agreeing to your project.

For questions relating to these terms and conditions, please e-mail us.

### 1. Communication

Communication by email will be deemed as being as valid as communication in writing.

### 2. Deposit

No deposit required.

### 3. Delivery of Service

Australian itour will endeavour to complete the capture and production of the Virtual Tour in a timely manner.

### 4. Travel Costs

Travel is covered up to 50km from any Australian Capital City. Over this the rate is \$1.80 per km, as per Google Maps distance.

### 5. Access to Site

Australian itour photographers need to be provided reasonable legal access to the site, and reasonable time to perform the photography. Site visits are normally preferred to be between 9AM and 5PM, Monday to Friday. Site visits outside these times are possible if a mutually acceptable time can be arrived at. Australian itour will exercise all due care when on site but accepts no responsibility for any accidental damage or injury.

## **6. Shooting conditions**

Australian itour will endeavour to capture images in the best possible lighting conditions within the constraints of access provided to the site. Should access be limited to a particular time, and you are not satisfied with the result, Australian itour can not be expected to re-capture images without the additional costs associated with additional site visit/s being added to the quoted price.

It is the client's responsibility to ensure the locations are 'dressed' and suitable for the shoot and to the standard they expect. Australian itour photographers will not 'dress' a location and will shoot most rooms as presented. They will however move chairs and provide any minor tweaks that maybe required achieving the desired result. Any photography that requires a re-shoot due to a lack of preparation will be charged for as per our pricing structure.

## **7. People**

Models / live subjects used within photography / virtual tours will need to have given permission for their picture to be taken and used within your tour. In some circumstances we can ask permission on the day of the shoot.

## **8. Equipment**

Australian itour does not provide props or equipment such as furniture. We can only capture images of what is visible at the site at the time of the site visit.

## **9. Delivery**

Upon completion, you will be provided a URL (Internet Address) to allow you to link to the Virtual Tour from another website, or publish in advertising. We will also supply the completed virtual tour with it's own HTML code, so you can embed it into your website. If you are a client of the DPS Guide to Aged care, we will also supply a copy for DPS to load to your corresponding page.

Once the link and HTML code has been delivered it is deemed to be delivery of the completed Virtual Tour. An invoice will be issued at that point in time.

Additional post production outside of the initial agreed price will be charged at \$50 per hour, with a minimum charge of \$50.

## **10. Post Production**

It is the responsibility of the client to ensure that the tours are suitable for their own website. Australian itour will always help the client's web developers, although the final responsibility is with the client. Any additional help given other than the supply of code and general fault finding will be charged at \$50 per hour, and will appear on the final invoice.

Additional post production outside of the initial agreed quote will be charged at \$50 per hour, with a minimum charge of \$50.

Any changes to virtual tour images, skins or templates that are requested after the completion / sign off of your project will be charged at \$50 per hour.

Projects are, on average, completed within 5-10 working days of the shoot date, providing subsequent information we require has been provided in a timely manner (i.e. logos for the tour skin, location names etc). This is based on a project with 10 scenes. More complex tours will vary in completion times and expected completion dates may be longer.

## **11. Payment Methods**

Payment can be made Electronic Funds Transfer, Direct Deposit, cheque, cash, Visa and MasterCard.

## **12. Failure to Pay Invoice**

Failure to pay the invoice by the due date may result in the Virtual Tour being disabled until payment is made. No compensation will be made for any period of time that the Virtual Tour is disabled.

## **13. Expiry**

Any Virtual Tour hosted by Australian itour will be hosted for a maximum period of twelve (12) months from date of delivery of the completed Virtual Tour. Renewal is set at \$90 per year.

## **14. Copyright**

Upon full payment for your Virtual tour, Australian itour assigns the Copyright to all images and code which make up the Virtual Tour to the purchaser.

## **15. Liability**

Australian itour cannot be held responsible for any damages incurred as a result of the services provided. Australian itour cannot be held liable for any costs associated with failure of its performance with regards to the services produced.

Australian itour cannot be held responsible or liable for any costs incurred due to a delay in the production of any of our services, as due to the nature of work exact time limits cannot be specified.

These terms and conditions are subject to constant review; always ensure you have read the latest version prior to any project. *Version 1 October 5<sup>th</sup> 2011*

## **Finally.....**

We love what we do, and want you to love the final product as much as we do. As an Australian business, we aim to build value into your marketing with the use of our services, and we will always go that little bit further to ensure you're happy.