Terms and conditions for business projects

Arrangements for the preparation, production and delivery of virtual tours, photography and drone videos by Zien360.

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1. Who these terms are intended for

These terms apply to business projects for which Zien360 and the client have agreed that they apply. They are intended for businesses and organisations acting in the course of their business or profession.

“We” means Zien360. “You” means the business client. The work may include virtual tours, 360 degree photography, FPV drone video or other visual productions described in the quotation.

Zien360 is based at Hendoweg 3-15, 9101 PC Dokkum, the Netherlands. You can contact us at mail@zien360.nl or +31 85 060 0408.

Zien360 is a sole proprietorship, registered with the Dutch Chamber of Commerce under number 59517220. The VAT number is NL001427565B26.

2. From price estimate to project

A personal price estimate provides an initial overview of the possibilities and costs. We record the final scope and price in a quotation or project confirmation.

This also sets out the validity period of the offer, the schedule and any arrangements specific to your project. You receive these terms before the agreement is concluded, in a form you can save and consult later. The quotation or project confirmation refers to the version provided.

We record a project and any changes in writing or by email. A lack of response does not mean acceptance.

A specific arrangement in the quotation or project confirmation takes precedence over a general arrangement in these terms, to the extent permitted by law.

3. Scope and project price

The quotation describes the location, the agreed tour or video, what we will deliver and the project price. Preparation, the agreed shoot and production work are included in that price.

Together, we decide which spaces and images are needed to present the location clearly and coherently. The price applies to the project as described.

Amounts are stated excluding VAT unless expressly indicated otherwise. Travel and any accommodation costs are agreed in advance and stated alongside the project price.

4. Preparation and safe working

Before the shoot, we discuss access to the location, preparation of the spaces and who will be present. Please tell us in good time about any site rules, safety requirements or restrictions.

We plan the shoot and, for drone video, the flight route around the location and what is feasible. We agree on practical preparations and any permissions or coordination needed.

If a shot cannot be carried out safely or in line with the applicable rules, we discuss a different approach before proceeding. We also agree on any consequences for the schedule and costs.

5. Changes and additional work

If you would like to expand or change the project, we first discuss the consequences for the scope, price and schedule.

An additional building, a second location, an extra shooting day or other work outside the agreed project is estimated and discussed in advance. We carry out the change after it has been agreed.

If preparation or filming shows that the agreed approach needs to change, we discuss this first. A change is not a reason to charge extra costs afterwards without prior discussion.

6. Draft, feedback and delivery

You first receive a draft to review. Two consolidated revision rounds within the agreed project scope are included. Collect the comments from your organisation and send them together for each round.

Correcting our own mistakes or departures from the agreement does not count as a revision round. We discuss and price any extension of the project or additional revision round beforehand and carry it out after your agreement.

Please check the draft for content, names, links, visible company information and the people shown. Make your comments as specific as possible so that we know what needs to change.

We agree the final version and any publication with you. A lack of response does not mean approval of the draft.

We agree the schedule together. If a change or delay affects delivery, we inform each other and agree on the next steps.

7. What you receive and how you use it

For a virtual tour project, you receive the tour as web files suitable for hosting yourself. If the project includes FPV drone video, you receive the edited video as an MP4. The quotation states which files and other items are included.

You receive a non-exclusive right to use the delivered work on your website, social media and in presentations without a time limit. You may also provide it to your business partners for use on their websites, social media and in presentations. Neither you nor your partners need additional permission or an additional usage fee for this.

Resale of the work and transfer of copyright require a separate agreement. Delivery of tour files or an edited video does not transfer copyright. The quotation states whether any source or project files are included and which arrangements apply to editing.

If we use music, software or other third-party materials, we discuss applicable licence restrictions before you agree. We record any restrictions that differ from the use by you and your partners described above.

Any use of the work by Zien360 for its own portfolio, website or other promotion is recorded separately.

8. People and confidential information in images

Before the shoot, we discuss which people and company information may be shown. This includes faces, name badges, screens, documents, number plates and restricted areas of the location.

We agree what should be removed beforehand and which edits are needed. Making a person or information unrecognisable through editing does not replace the assessment of whether recording and using the images is permitted.

Your organisation and Zien360 each retain their own responsibilities for processing personal data. The actual work determines which GDPR roles and arrangements are needed. If Zien360 processes personal data on your behalf as a processor, we put the required data processing arrangements in place before that processing begins.

9. Optional hosting and later updates

Hosting by Zien360 is a separate, optional service. You can also arrange hosting of the delivered tour yourself. The hosting agreement states the amount, billing period, duration and arrangements for renewal and termination.

With Zien360 hosting, the tour is available through its own link and can be embedded on your website. We agree in advance which support, updates and other services are included.

If the location changes or you would like new images or content later, we discuss and estimate the update in advance. We separately record arrangements for the end of hosting, file handover and retaining or deleting data.

Only features and services expressly included in the hosting agreement form part of delivery. A later extension or new feature is agreed separately.

10. Invoicing and payment

We invoice the project after delivery. The payment term is 30 days. We do not require an advance payment.

If you have a question about an invoice or something is incorrect, please contact mail@zien360.nl so that we can look into it. Late payment, interest and any collection costs are governed by the applicable law and the expressly agreed payment arrangements.

11. Rescheduling, cancellation and unforeseen circumstances

If you want to reschedule or cancel the shoot or project, please tell us as soon as possible in writing or by email. On cancellation, we charge only work demonstrably already completed and costs incurred for your project that can no longer be recovered. We provide a breakdown and do not charge the same work or costs twice.

If filming cannot go ahead because of weather, the situation at the location or another unforeseen circumstance, we inform each other as soon as possible. We discuss alternatives, scheduling and any costs before carrying out new arrangements.

When rescheduling, we discuss in advance whether work already done or unrecoverable costs affect the new schedule and price. Applicable statutory rules continue to govern situations where a party cannot fulfil the agreement.

12. Questions, complaints and liability

Please report a question or complaint about the work or delivery to mail@zien360.nl as soon as reasonably possible. Describe the issue and the part of the project it concerns.

If the delivered work differs from what we agreed, we discuss what is needed to resolve it. This process does not limit your statutory rights.

Liability is governed by the applicable law. These terms contain no additional liability cap or general exclusion. They do not promise an insurance payout or an insured amount.

13. Law and disagreements

If a disagreement arises, we first try to resolve it through discussion.

The agreement is governed by the applicable statutory rules. Any separate choice-of-law agreement is recorded in writing. Mandatory statutory rules continue to apply.

If we cannot resolve the disagreement together, it may be brought before the court that has jurisdiction under the applicable rules.