**HeadBox 3D Image Contract**

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| --- | --- |
| Customer Limited Company Name (herein after referred to as Licensee) | Poultry Opco Limited T/A The Ned |
| Registered Address | 27 Poultry, London, England, EC2R 8AJ |
| Customer Space Address | 27 Poultry, London, England, EC2R 8AJ |
| Contact Email Address | Laura.Dickinson@thened.com |
| Details of HeadBox 3D Shoot (location, number of spaces in location) | 3D Model of:· The Princes Dome private event space on the roof· All event spaces on the sixth floor· The Vault |
| 3D Capture Time and Date | TBC |
| Charges (excl. VAT) | £1,000 |
| Payment Terms | 100% of charges to be paid either:1. 2 working days prior to the “3D Capture Date” if within 30 days of date of contract signature
2. OR within 30 days of contract signature, if the “3D Capture Date” is 30 days or more after contract signature or to be confirmed as at time of contract signature
 |
| Additional Terms | N/A |

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Customer Signature and Date)

**3D Image Contract Terms & Conditions**

**Agreement For Customer Use**

HeadBox expressly grants the Customer ownership of all 3D space imagery, fixed digital objects, non-fixed digital objects and derived imagery.

HeadBox grants the Customer the right to publish the 3D Images of the Space (“Images”) on your website and in your online media and marketing material for a period of 24 months subject expressly to the terms and conditions set out in the Matterport Terms and Conditions dated 26th February 2018, a copy which is set out in Annexure 1 to this agreement.

Whilst the initial period of use granted by this agreement is 24 months, unless the agreement is terminated in writing by the giving of 30 days notice by the Customer, then the Matterport license will automatically renew and a fee of £75 plus VAT per annum will become due immediately after the new 12-month term commences.

**Payment**

100% of the charges for the 3D Images of the Space (“Images”) are to be paid either:

1. 2 working days prior to the “3D Capture Date” if within 30 days of date of contract signature
2. OR within 30 days of contract signature, if the “3D Capture Date” is 30 days or more after date of contract signature or to be confirmed as at time of contract signature.

**Travel**

As reimbursement for photographers’ travel costs, HeadBox to charge a flat fee of £25 + VAT or £100 + VAT for venues inside or outside Greater London.

**Termination of 3D Image Contract**

The Customer is authorized to terminate this 3D Image Contract upon 7 days prior written notice to HeadBox. In the event that the Customer terminates this contract then there will be no refund of any Charges and/or Travel fees. The Customer accepts that in the event of termination of the services 100% of the charges will still be due and payable.

**Indemnity**

You hereby agree to indemnify and hold harmless HeadBox against all claims, liability, damages, costs and expenses stemming from a breach of this agreement, the use of the Images, your failure to abide by any restriction regarding the use of the Images, or any claim by a third party related to the use of the Images.

**Warranty and Liability**

The use of the Images on the HeadBox portal is provided "as is" with no warranty regarding the suitability of the Images for any purpose. HeadBox is not liable to you or to any person or entity for damages, costs or losses stemming from any usage of the Images, including but not limited to the publication of the Images on the HeadBox portal.

**Post-Production Editing**

Photography and post-production editing is included in the Charges. Post -production editing includes the following:

* Processing of 3D imagery
* 1 x Highlight Reel/Tour
* 1 Mattertag per room
* Room name labels in floor plan view
* 1 additional re-edit for minor changes (i.e. spelling, order of highlight reel)

Any additional post-production editing requested will be charged at a fixed fee of £50 + VAT per edit.

**3D Capture Time & Date**

Should the site be unavailable, un-accessible or inappropriately prepared for the 3D Capture at the designated 3D Capture Time and Date, resulting in a delay of over 1 hour from the scheduled start time, a charge of £100 + VAT per hour of delay will be applied and due immediately.

Should the 3D Capture be rescheduled within 48 hours of the agreed shoot date, a charge of £175 + VAT will be applicable and due immediately.

**Re-Shoots**

 Should you wish to re-shoot any part of the Host Venue, after the 3D Capture Time and Date has been completed, a base charge of £400 + VAT plus £200 + VAT per 1000 square feet will be applicable and due immediately.

**Annexure 1**

Matterport Cloud Subscription Agreement, 26th February 2018: <https://matterport.com/legal/terms-of-service/>

**Marketing**

Following completion of the 3D model, the Host agrees to publicize the HeadBox 3D model via LinkedIn and Facebook with a link to the HeadBox Solutions Limited LinkedIn or Facebook page.