

Vizzia - Fly Tipping - Terms & Conditions

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TERMS AND CONDITIONS

Vizzia Fly-Tipping Detection Software

Last updated: January 2026

These Terms and Conditions ("**Terms**") govern the provision of the **Vizzia Fly-Tipping Detection Software** ("**Service**") by **Vizzia** ("**Provider**", "**we**", "**us**") to the customer ("**Customer**", "**you**"), typically a UK public local authority.

By contracting, subscribing or using the Service, the Customer agrees to these Terms.

1. Scope of the Service

The Service consists of an AI-powered, cloud-based CCTV solution designed to detect, record, and support enforcement actions against illegal waste dumping ("fly-tipping"), as described in the applicable **Service Definition Document**.

The Service includes:

- Access to the Vizzia SaaS platform;
- AI-assisted detection and alerting;
- Secure storage and management of video evidence;
- Technical support and software updates during the subscription term.

The Service does **not** replace statutory decision-making by the Customer. All enforcement actions remain under the Customer's sole responsibility.

2. Customer Responsibilities

The Customer is responsible for:

- Lawful deployment and use of CCTV equipment;
- Compliance with all applicable laws and regulations, including UK GDPR and the Surveillance Camera Code of Practice;
- Acting as **data controller** for all personal data processed via the Service;
- Ensuring appropriate internal authorisations, policies, and signage are in place.

Vizzia acts solely as a **data processor**.

3. Availability & Performance

Vizzia will use reasonable endeavours to ensure the availability of the Service in accordance with the agreed service levels.

The Service may be temporarily unavailable due to:

- Scheduled maintenance;
- Emergency maintenance;
- Factors outside Vizzia's reasonable control (including mobile network outages).

Vizzia does not guarantee that all fly-tipping incidents will be detected.

4. Data Protection & Security

Vizzia processes personal data on behalf of the Customer in accordance with:

- UK GDPR;
- The Data Processing Agreement provided separately;
- Applicable security and confidentiality obligations.

Video footage and related data are hosted on secure AWS infrastructure located in the EU and retained in accordance with Customer-defined retention policies.

5. Intellectual Property

All intellectual property rights in the Service, platform, software, and AI models remain the exclusive property of Vizzia.

The Customer is granted a **non-exclusive, non-transferable right** to use the Service for the duration of the subscription.

6. Fees & Payment

Fees are defined in the applicable order form or contract.

Unless otherwise agreed:

- Fees are payable annually in advance;
 - Fees are non-refundable, except where required by law.
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7. Liability

Nothing in these Terms limits liability for death, personal injury, fraud, or any liability that cannot be excluded by law.

Subject to the above, Vizzia's total liability arising under or in connection with the Service shall be limited to the fees paid by the Customer during the preceding 12 months.

8. Term & Termination

These Terms apply for the duration of the agreed subscription.

Either party may terminate:

- For material breach not remedied within 30 days of written notice;
- Immediately if required by law.

Upon termination, access to the Service will be withdrawn and data handled in accordance with the Data Processing Agreement.

9. Governing Law

These Terms are governed by and construed in accordance with the **laws of England and Wales**.

The courts of England and Wales shall have exclusive jurisdiction.