



Terms and conditions

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APPLICABILITY OF THESE T&CS

Engagement of the services of All Drone Services Limited (hereafter referred to as "The Company"), is subject to agreement of these Terms and Conditions (T&Cs), unless an amendment has been requested by the Client and agreed in writing by The Company. Any such amendment must be fully signed off by all parties, prior to the event taking place, otherwise the non-amended T&Cs will apply.

By using the services of The Company, you agree to be bound by these T&Cs in their entirety.

If you are using the services of The Company on behalf of an organisation, then you are agreeing to these T&Cs on behalf of that organization and you are warranting that you also have the necessary authority as a representative of that organisation to bind that organisation to these T&Cs. In that case "Client" will refer to that organization which you represent.



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JOB SHEET

In order to ensure that a Client's requirements are clearly understood and also in order that a quotation can be provided to the Client, a completed Job Sheet must be submitted to The Company by the Client

The Job Sheet defines the work that the Client requires to be undertaken by The Company and as such is a key document in defining the contractual arrangement between both parties.

The Job Sheet also contains a Job Completion Appendix, which must be signed and returned upon completion of the agreed work

WORKPLACE HEALTH AND SAFETY

The Client will provide and maintain, so far as is practicable, an environment for The Company, its employees and members of the public that is safe and without risks to health.

The Client must ensure that itself and any of its contractors, at all times identify and take all necessary precautions for the health and safety of all persons, including The Company's employees and contractors.

The Client must comply with any Acts, regulations, by-laws, codes of practice which are in any way applicable to workplace health and safety in respect of Services being provided by The Company.

EXPENSES AND ADDITIONAL COSTS

Where the potential for additional expenses exist, notification of these expenses will be supplied to the client in advance for approval.

e.g. Under some situations, it may be necessary for The Company to obtain special permission from the CAA or other organisation in order for a flight to take place.

The additional cost will be added to the final invoice and subject to the standard payment terms

There is no VAT element included in our costs

OBTAINING PERMISSIONS AND NOTIFICATIONS

Landowner permission

Any filming that requires take-off or landing from private property will require identification of the landowner as well as their written permission/approval for the use of their land. It is the responsibility of the client to obtain this approval

Impacted party's permission or notifications

During flying operations, it is important that we maintain a safe and controlled environment, and the CAA applies restrictions on the proximity that we can fly to buildings and people "not under our control".

We are also obliged to respect the privacy rights of individuals in the vicinity. Therefore, it may be necessary to seek approval from (or at least notify) locally "Impacted parties" such as nearby residents and companies of the planned aerial activity. The activity to notify these local parties is the responsibility of the Client unless it is agreed within the scope of activities to be managed by The Company.

In the event that the local parties object to the planned activity it may be necessary to significantly amend flight plans and even the required deliverables for the event



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Police and Aviation authority notifications

The Company will manage the coordination and notifications with local Police, and the relevant aviation authorities such as nearby Air Traffic Control (including military, if the flying location is known to be in a potential military low flying zone)

Additional Special permissions (operating in vicinity of sensitive sites)

There are a number of sensitive sites (e.g. near power stations, prisons, military sites) that will require special permission to be obtained if a drone is to be flown in their general area. The Company can undertake to apply for such permissions, but this work is not included in our standard fees unless The Company is specifically advised of the requirement in advance of providing a quote. There is also no guarantee that such permission will be granted.

DAY RATES

A full day is defined as 7 hours working and half days are 3.5 hours.

If the client requires The Company to continue working more than 0.5 hours beyond the agreed time schedule, the hourly rate will be;

- a) Mon-Fri £30 per hour. for each crew member, billable in ½ hour increments.
- b) Sat-Sun £45 per hour. For each crew member, billable in ½ hour increments

In cases where an event is quoted for more than 1 day, then it is possible for time from the 2nd or later days to be used on day 1, subject to “on-the-day” discussions between the Client and The Company, the focus being (apart from the mission completion), considerations such as crew exhaustion and the ability for them to operate the equipment safely.

PROVISION OF VIDEOS & IMAGES OR DATA FILES

The Company will initially provide a watermarked version of all contracted photographic material. Once the client has confirmed the material is acceptable by signing off and returning the Job Completion section of the Job Sheet, The Company will provide the photographic material without the watermark.

The Company will provide photographic material via an online cloud drive such as Google Drive, Dropbox, MS OneDrive, etc. (Unless alternative delivery methods are agreed as part of the contract).

The Company will retain exclusive copyright of all the material captured or recorded until full and final payment has been received from the Client

COPYRIGHT & CONTENT USE

Unless contractually agreed in writing prior to the commencement of filming, The Company will retain copyright of all the material captured or recorded on our camera assets.

Once full payment has been received for our services, the Client is granted full rights of use for all video and still footage that The Company has provided to them.

The Company is very proud of the work we do and from time to time we may extract material from our captured content in order to showcase it on our website or other advertising channels including Social Media. As standard (and unless otherwise agreed in advance), The Company reserves the right to use portions of the content gathered, for its own promotional activities.

We are also happy to discuss providing links from our website to Client’s final published content



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MODEL AND PROPERTY RELEASE FORMS

Unless specifically agreed in writing prior to the commencement of photography and videography services under this agreement, The Company will provide the agreed deliverables without obtaining model or property release forms.

It is solely the responsibility of the Client to obtain such permissions and to make the legal and moral decision regarding whether to publish photographs which contain images of individuals where model release forms have not been obtained.

The Company accepts no liability in circumstances where supplied images are used by the Client without appropriate releases forms in place and subsequent action is taken by individuals or companies against the Client. Should the Client require such permissions, The Company should be informed in writing prior to the Date(s) for Services.

In addition, The Company accepts no responsibility where images of trademarks/company logos are used by the Client to support other non-associated works.

CONFIDENTIALITY & NDA

As a potential client of The Company, all enquiries will be handled in complete confidence. If it is necessary for The Company to obtain information from another party in order to provide a quote for our services, we will consult with you before any such 3rd party contact is made.

The Company can also arrange to sign a non-disclosure agreement (NDA) in advance of the Client sharing details of their particular Project.

The Company and the Client will protect the confidentiality of all information provided to each other under this agreement.

The Company may disclose information to its contractors for the purposes of performing the Services under this agreement.

Neither party will disclose any information provided to it by the other party unless the information is in the public domain or required to be provided by law.

INDEMNITY & LIMITATION OF LIABILITY

Nothing in these Conditions shall limit or exclude The Company's liability for:

- a) death or personal injury caused by negligence of an employee
- b) fraud or fraudulent misrepresentation
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to the above clause:

- d) The Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the services provided by The Company, and
- e) The Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Charges for the relevant Order, with regard to which the Customer is claiming loss.



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The Client must indemnify, keep indemnified and hold harmless The Company for all loss, damage (direct or indirect), liability or injury caused or contributed to either directly or indirectly by the Client or any person the Client is responsible for (including personnel and sub-contractors).

The Client must indemnify, keep indemnified and hold harmless The Company from and against all claims, damages, loss and expenses arising out of or in connection with the Client's breach of this agreement or any negligence, reckless or wilful act or omission by the Client or any person the Client is responsible for.

The Company will not be liable for any misrepresentation that may occur as a result of any editing or manipulation of images carried out by The Company in accordance with this agreement.

The Company's liability to the Client is limited to the value of the agreed Fee.

Neither party will be liable for consequential, special, indirect, exemplary or punitive liabilities in relation to a breach of this agreement or event, fact, matter or circumstance.

DEPOSIT, PAYMENTS & CLIENT CANCELLATIONS

In order to secure the services of The Company and to confirm the booking, a deposit corresponding to 25% of the full booking fee, must be paid in advance. The payment must be received and fully cleared in The Company's account at least 5 working days prior to the start of the event.

If the 25% deposit has not been paid the necessary 5 working days in advance, then a deposit payment corresponding to 40% of the full booking fee must be made prior to work commencing.

All cancellation requests must be made in writing (email is acceptable) to The Company. It is the Client's responsibility to ensure delivery of the cancellation request to The Company.

If the Client cancels the booking:-

- a) Within 24 hours of the planned start of the event, then the full booking fee remains payable.
- b) Between 1 and 5 working days of the event date, then 50% of the full booking fee will still be payable.

All deposits are non-refundable in the event of a Client cancellation request

The applicable cancellation fee will be calculated and invoiced upon receipt of the cancellation from the Client.

All invoices are to be paid within 14 days of the invoice date. The invoice date will correspond to the date on which the invoice was sent to the client.

A late payment fee of 5% per calendar week will apply to all payments which are not received on time.

POSTPONEMENTS OR CANCELLATIONS BY THE COMPANY OR OTHERS

All aerial work is affected by the weather and climatic conditions, which can occasionally result in the need to postpone or cancel a planned event. Reasonable precautions will be taken in the days running up to the event to try and clearly establish what the prevailing weather conditions will be at the location, on the day of the event.

The Company is not responsible for delay or failure to provide the Services due to the prevailing weather conditions and cannot be held liable where this results in loss or damage to the Client.⁷



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It is also possible for the CAA, Police, Military or other Regulatory body, to put flight restrictions in place at short notice which can limit or prevent flying from taking place. The Company is not responsible for any losses or damages due to delays or the need to reschedule an event, where the delay or reschedule is directly related to circumstances outside the control of The Company. If the event cannot be undertaken due to weather or other circumstances (outside the control of The Company), then attempts will be made to re-schedule the event and The Company will seek to limit additional costs to a minimum, (however each case will need to be judged on its own circumstances). If however;

- a) the Client decides to cancel the event,
- b) or if it is not possible for The Company and Client to adjust the schedule on the day
- c) or if it is not possible to find a mutually suitable, alternative date

then the deposit will be non-refundable.

Furthermore, if The Company has incurred any up-front costs in relation to the event, (which are not covered by the deposit) then the Client will be responsible for these costs and they will be invoiced for payment within 14 calendar days.

FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay or failure is due to force majeure. If a delay or failure is anticipated due to force majeure, the performance of a party's obligations will be suspended.

COMPANY INFORMATION

All Drone Services Limited is a registered company in the United Kingdom with company number 11194164, with registered office address at H5, Ash Tree Court, Nottingham Business Park, Nottingham, NG8 6PY, England