

# TERMS AND CONDITIONS

These Terms and Conditions apply to every order for Drone Services placed with Design Film Digital Solutions Ltd. (Solutions). We're passionate about our customers and making sure that you're happy. The following sets out the terms and conditions that apply to your order in what we hope is a straightforward and customer friendly way.

## 1. Ordering Drone Services from Solutions

Orders are placed for our drone services by completing our Booking Form, which we will send to you.

## 2. Our Contract with You

When you place an order, you are offering to buy Drone services from us and we will send you an order acknowledgement. However, your order will only be accepted by us once your drone services have been delivered to you. Until then we can decline to supply the goods and services – we will try to ensure that this never happens but we do, however, reserve the right not to fulfil your order for any reason if, for example, we have made an error on the price or similar or we simply can't deliver the service (see section Limitation of Liability, Weather, Force Majeure, Act of God and Other Constraints). In the event of these circumstances, we will refund you any price you've paid to us.

Please note that we reserve the right not to accept an order for any reason and we won't be liable to you or anyone else in these circumstances. We also reserve the right to change these terms and conditions from time to time without prior notice, provided that any change will not affect any purchases you have made before the change is implemented.

## 3. Quotations, Description, Pricing and Availability

Written quotations will be supplied for all work. They are required so that your expectations are met and to avoid errors. We may make changes to your requests if any flight operation could risk the safety of the equipment, people, property or violate any laws. The quotation will include costs for aerial filming reasonably achievable within the amount of time agreed. It will include preparatory work, permissions, documentation, travel costs, post-production processing work (if required) and digital delivery of images and videos. The costs of any third-party licenses or permission to fly would normally be outside the scope of the quotation. The quotation will reflect your proposed use of the images and video. (see the section Reproduction Rights, Copyright and Licensing).

Normally we will not change our charges and services; however, we may change them at any time, and we will tell you beforehand. We will not be liable to you or anyone else for any modification, price change, suspension or discontinuance of a service.

All orders for Drone services are subject to availability. We will inform you as soon as possible after receiving an order if, for any reason, the services you have ordered cannot be delivered or are subject to any undue delay. The images and descriptions on our website and in our communication with you are for illustrative purposes only. Every effort is made to ensure they are accurate and representative of our services. However, the services that are delivered to you might vary slightly from the images and descriptions given to you.

## 4. Drone Filming

Outdoor photography requires suitable weather conditions. A decision to film on a particular day is normally delayed to the last practical moment to maximise the chance of suitable weather. Should the weather on the day not be suitable and the filming needs to be postponed then there will be no additional charge to you for a return visit to complete the work.

All Drones we use have built-in self-stabilising measures, but if a decision is made to fly in stronger wind, then this could impact the image quality, steadiness and the angle of the pictures and video. We will endeavour to obtain the best quality pictures and video for the conditions. However, the images and video are not guaranteed to be steady.

Battery limitations means that each flight will last a maximum of approximately 20 minutes. After this time, the Drone must descend for a battery change.

We will endeavour to create a visually pleasing colour balance but cannot guarantee exact colour matching. It is sometimes impossible to record the exact colour as seen by the human eye. We will be granted complete artistic judgement in relation to the footage taken and the locations used. Our judgement regarding the locations and extent of footage shot will be final.

The completion of work may be subject to alteration due to cause or causes beyond our control. Certain requested shots from specific locations, directions and heights, quoted to be undertaken, may not be possible on the day for operational reasons. In this case, the best possible alternative shot(s) will be supplied and these will be deemed to fulfil the contract.

## 5. Editing Services

Still photographs will be supplied as unedited images. Video will be supplied as unedited rushes. We may provide editing services as part of the contract on a time and material basis. Editing hours can be "called down" at any time. All you do is contact our support team and agree the specification of the work. We make no guarantee as to how quickly we will complete the work once you have agreed the time to be spent on the editing project.

## 6. Data Storage

We will store your data on our servers for 30 days after the end of the flight. We perform weekly backups on all your data to ensure that critical files are not lost. However, we are not responsible for lost data, time, income or any other resource due to faulty or non-existent backups. Please always backup your data for redundancy. The data is backed up on a separate hard drive on a daily and/or weekly basis. We cannot ensure 100% recovery, but we will do our best to recover everything we can.

### Contact Details

Solutions.co.uk  
info@solutions.co.uk  
0203 174 2575

### Guildford Office

The Bothy,  
Albury Park,  
GU5 9BH

 @solutionsdrones

 @dronespecialistsolutions

## 7. Site Visit

If a site visit is required, the cost will be agreed and invoiced in advance. You must confirm in writing that you have permission to access the ground that will be used to take off and land.

## 8. Reproduction Rights, Copyright and Licensing.

All original photographic and video material remains the property of Solutions. We grant you a non-exclusive licence to use the commissioned material in perpetuity with the following conditions:

- Limited Reproduction Rights passes to the you on full settlement of the final invoice. This allows reproduction for all uses stated on the quotation. By default, and in the absence of any stated use, this will be 'General Marketing'.
- Unless agreed in advance, use of the images by any third party (including, but not limited to, newspapers, magazines, book publishers, television, film and the Internet) will only be granted following written permission from us. This will incur a negotiated Reproduction Fee. There are two exceptions
  - A third party working directly for you creating publicity material for "General Marketing".
  - Editorial content for a news item about you provided that the text "(C) Design Film Digital Solutions www.solutions.co.uk" and the text links to our homepage (www.solutions.co.uk).

You agree that Solutions may use and licence the images and videos to third parties without reference to you.

## 9. Payment Terms

You must pay us in advance and in full before we will provide our services. Occasionally we offer credit facilities. We do not grant credit facilities automatically. Should we grant you credit facilities, payment of all charges shall be made strictly within 15 days of the invoice date. We reserve the right to withdraw credit facilities at any time and without notice. You are not entitled to exercise any set-off, lien, counter-claim or cross demand or any other similar right or claim whatsoever. We may withdraw our services to you if you do not make payments on time. Without prejudice to any other rights you may have, we are allowed to charge interest on any unpaid invoices at the rate of (Base Rate + 8%) per month which will run from the due date for payment until the date when payment in full is received.

## 10. Cancellation by Solutions

If we cannot fly due to adverse weather conditions or mechanical failure, and the flight cannot be rescheduled, we will refund everything paid for from the time the cancellation occurs. Costs incurred prior to the affected day such as site visits and meetings are excluded and remain due for payment. If we cannot fly due to reasons that only become evident once on site or for reasons that we were not advised of beforehand then the full cost will remain due for payment.

## 11. Cancellation by the you

In respect of any order cancelled by you within five full working days of the date of the flight, you shall be liable to pay to us a cancellation charge equal to the total fee. If any costs have been incurred by us before a written cancellation; these costs will remain due for payment.

## 12. Limitation of Liability, Weather, Force Majeure, Act of God and Other Constraints

If the work could not be completed due to you (e.g., but not limited to, lack of access or unscheduled site activity etc), the full cost will remain due for payment.

We will always try to complete the assignments on the date. However, due to weather and other operational constraints, we cannot guarantee completion on or by any specific date. We cannot be held responsible for any missed publishing or other deadlines or any consequential costs.

We do not accept liability for errors resulting from incomplete or inaccurate instructions from the you, nor for delays or restrictions caused by Air Traffic Control, CAA or the Police or similar bodies.

The following are limitations of our liability to you:

- In no event shall we be liable to the customer for lost profits, or special or consequential damages, even if we have been advised of the possibility of such damages.
- Our total liability under this contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to us you under this contract.

We accept no liability for delay or non-fulfilment of any term of the contract caused wholly or in part by "force majeure", which shall include war, strikes, pandemics, lockouts, accidents, fire, scarcity of materials or any other causes not within our direct control.

## 13. Confidentiality

During the term of this contract and thereafter, we will use reasonable care to prevent the unauthorised use or dissemination of your confidential information. Reasonable care means at least the same degree of care we use to protect our own confidential information from unauthorised disclosure.

Confidential information is limited to information clearly marked as confidential or disclosed orally that is treated as confidential when disclosed and summarised and identified as confidential in writing delivered to us within 15 days of disclosure. Confidential information does not include information that:

- We knew before the customer disclosed it
- Is or becomes public knowledge through no fault of us
- We obtain from sources other than the customers who owe no duty of confidentiality to the customer.

#### 14. Offers of Employment

We are an independent contractor, and neither us nor our staff are, or shall be deemed, your employees. You undertake that no offers of employment will be made to any of our employees or the introduction of any employee to a third party as a result of work carried out by us on behalf of the you, without our written consent. This will remain in force during the currency of this contract and for a period of 12 months after its termination. Should this occur and result in employment directly or indirectly, you will become liable to pay us a fee of £15,000. Such restrictions will also apply in respect of any person under contract to provide his or her personal services to us or you.

#### 15. Taxes

Our charges do not include VAT or other taxes. If we are required to pay any value added taxes based on the services provided under this agreement, the taxes shall be billed to you. We shall not pay any interest or penalties incurred due to late payment or non-payment of such taxes by you.

#### 16. Legal Fees

If any legal action is necessary to enforce this agreement, we shall be entitled to reasonable legal fees, costs and expenses. Under no circumstances, shall we be liable for any legal fees, costs or expenses that you incur.

#### 17. General Provisions

**Complete Contract:** This contract together with all exhibits, appendices or other attachments, which are incorporated within it, is the entire contract between the parties. This contract supersedes all prior contracts. In the event of a conflict between the main body of the contract and any attached exhibits, appendices or other materials, then the main body of the contract shall take precedence.

**Modifications to Contract:** Modifications and amendments to this contract, including any exhibit, shall be enforceable only if they are in writing and are signed by authorised representatives of both parties.

**The Contract:** Any contract to which these conditions apply will in all respects be constructed and operated according to English law and will be subject to the English courts.

#### 18. Notices

All notices and other communications in connection with this contract will be in writing and will be given as follows: -

- When delivered personally to the recipient's address appearing on the order confirmation form:
- Three days after posting by certified mail to the recipient's address appearing on the order confirmation form;
- When sent by e-mail to the last e-mail address of the recipient known. It is effective upon receipt provided that a duplicate copy of the notice is promptly posted by certified mail or the recipient delivers a written confirmation of receipt.

You may change the address appearing in the order confirmation form to this contract by giving notice of the change in accordance with this paragraph.

#### 19. No Agency

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

#### 20. Assignment

The rights and obligations under this contract are freely assignable by either party. You shall retain the obligation to pay if the assignee fails to pay as required by this contract.