



Terms and Conditions

This Terms of Service Agreement (the “Agreement”) is between FlyHigh Aerial Imaging and the “Client” (collectively the “Parties”). This Agreement sets forth the legally binding terms for the Client’s use of FlyHigh Aerial Imaging’s services. The Parties agree as follows:

1. SERVICES:

1.1 FlyHigh Aerial Imaging will perform the video and photographic services (the “Services”) as requested and described in the Client’s brief at the given date, time and location (collectively referred to as the “Project”). The time and date are subject to change by FlyHigh Aerial Imaging for any reason including but not limited to: weather, personal injury, illness or act of God.

1.2 In some cases with aerial photography additional fees from organizations or land owners may arise in this situation we may ask that you pay the fees upfront as they are often non-refundable. Reasonable travel and accommodation costs are included in our prices, any additional costs will be clearly discussed before the job is booked and agreed.

1.3 The UK has many locations which are inside either controlled or restricted airspace. Flying within them is not necessarily prohibited provided we can gain approval from the relevant controlling authority, we will check this and let you know prior to booking the job. There are however some places where UAV's cannot fly if this is the case we will let you know.

2. EQUIPMENT:

2.1 FlyHigh Aerial Imaging will provide their own video and UAV related equipment necessary to perform the Services.

2.2 We operate on a safety-first ethos and our operating approval from the CAA requires compliance with our PFCO and CAP 722 of the air navigation order 2016 therefore we will not undertake any illegal or dangerous activity that could put us, you, the public, any animal or property at risk. Neither will we carry out surveillance or spying operations.

3. OWNERSHIP, COPYRIGHT, SHARING & USAGE:

3.1 The Parties agree that all work performed for the Client shall be considered as works made for hire as contemplated and defined in the United Kingdom Copyright, Designs and Patent Act 1988. The Parties acknowledge and agree that the Client will not hold any intellectual property rights in the recording of the Project including, but not limited to, copyright and trademark rights.

3.2 FlyHigh Aerial Imaging has exclusive and complete ownership in the intellectual property inherent in the recording of the Project at any time after such recording. In addition, the Client agrees that FlyHigh Aerial Imaging shall still maintain an exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the stills photography and/or video.

3.3 Naturally we are proud of our work and FlyHigh Aerial Imaging actively promotes its media and we reserve the right to use ANY of our footage for our promotion, whether this be inclusion on our show reel for PR purposes to promote FlyHigh Aerial Imaging

3.4 The Client agrees and acknowledges that FlyHigh Aerial Imaging may reasonably use the recording of the Project in their portfolio or for stock purchase. Further, FlyHigh Aerial Imaging may display the Client’s name and logo on their website as a party with whom they have worked.

3.5 Unless a copyright buyout of footage is specifically agreed and contracted, FlyHigh Aerial Imaging retains the copyright of all media (still photography and video) content. The client purchasing the service of FlyHigh Aerial Imaging will get full use of the material, however the client does not have the legal authority to sell the footage or allow 3rd party companies to use it without the express written agreement of FlyHigh Aerial Imaging

4. Payment Terms:

4.1 Client will make a one-time payment to FlyHigh Aerial Imaging for the invoiced total.

4.2 Terms of payment are within FlyHigh Aerial Imaging’s sole discretion, and, unless otherwise agreed to in writing by FlyHigh Aerial Imaging, payment is due in full before all client approved media is released.

4.3 In the case of work being required by the client to be done in phases, FlyHigh Aerial Imaging reserves the right to partially invoice at stages.

4.5 FlyHigh Aerial Imaging reserves the right to add statutory late payment interest (Base Rate + 8%) to overdue accounts (Late Payment of Commercial Debts (Interest) Act 1998).

4.6 Payment for invoiced work is to be paid by Bacs or Cash only (No Cheques)

4.7 No media in part or in full will be released until full payment is made.

4.8 Once the job is booked a non-refundable 30% deposit will be required to hold the date. (Unless special arrangements have been made). Any media will not be released until payment for our total fee is paid in full. You the client agree that any changes to the job or additional media required may incur additional fees.

4.9 You agree to pay any agreed additional costs incurred by us regarding supply of additional footage or media that was not part of the original job or contract to you or your third parties.

5. PRIVACY OF PROPERTY AND PERSONS:

Under the General Data Protection Regulation we have a responsibility to protect people's privacy therefore we will not release any footage where an individual's face is readily recognizable unless a full release form is signed, this will include anyone that is filmed as part of the project and in any B roll footage if required. We will not fly in any manner that could be considered intrusive by a member of the public.

5.1 The Client warrants that they represent the owner or authority of any location or property being filmed and have secured permission to film the selected location and/or property outlined for the Service.

5.2 The Client is responsible for notifying any person that shall be present at the Project, including but not limited to: Attendees and guests, the proper authorities, owners of property, government officials (where applicable), agents or representatives and any other applicable parties that video and/or audio will be recorded by FlyHigh Aerial Imaging.

5.3 FlyHigh Aerial Imaging agrees to not include the likeness, image, or identifiable features of any person, property, or logo if instructed by the Client or persons present at the Project.

6. Cancellations

6.1 Any job cancelled by the client from the date of booking and prior to 2 weeks from the date of work will be subject to a charge of 20% of the total job fee.

6.2 Jobs cancelled by the client within 2 weeks and prior to 24 hours of the date of the job and for any reason (other than on our advice or due to bad weather) will be subject to a charge of 50% of the remaining fee.

6.3 Jobs cancelled by the client within 24 hours of the day of work (other than on our advice or due to bad weather) will be subject to 100% of the agreed fee. Any fees related to the job incurred by FlyHigh Aerial Imaging prior or after a job cancellation will be charged to the client.

6.4 If the work could not be completed due to client reasons (e.g., but not limited to, lack of access or unscheduled site activity etc.), the client may be charged to recover costs and time.

6.5 If FlyHigh Aerial Imaging cannot fly due to reasons that only become evident once on site or for reasons that FlyHigh Aerial Imaging was not advised of beforehand then the full cost will remain due for payment.

6.6 Notice of cancellation by the client must be received in writing by FlyHigh Aerial Imaging and the notice is not valid until confirmed in writing by FlyHigh Aerial Imaging.

7. Liability

7.1 Our entire liability for any breach of this Agreement or any representation, act or omission (including negligence) shall be limited to our fee in relation to the Aerial Services and we shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses (including reshoots).

7.2 The limitation on liability shall also apply in the event that photos are lost through equipment malfunction, aircraft crash or malfunction or SD card failure, are lost in the mail or otherwise lost or damaged or affected in anyway due to bad weather which includes high wind, gusts, humidity, rain or fog that may or can affect the flight and stability of the drone and the footage supplied.

7.3 FlyHigh Imaging or its pilots cannot be held liable for any fee's or costs occurred by its client for the cancelation of any work due to bad weather or the decision by the pilot not to fly due to bad weather or concerns over public safety.

7.4 2 The UAV and camera weigh approximately 4Kg. Whilst the UAV has built-in self-stabilising measures, it is a flying platform and is subject to movement by the wind and will tilt whilst being held against the wind. This may impact on the image quality, steadiness and the angle of the picture(s). We cannot be held responsible for the quality of footage captured or the failure to capture stable footage during these conditions.

7.5 FlyHigh Aerial Imaging will always endeavour to complete its assignments by proposed completion dates. However, due to weather and other operational constraints, FlyHigh Aerial Imaging cannot guarantee completion on or by any specific date. It, therefore, cannot be held responsible for any missed publishing or other deadlines or any consequential costs involving the timing of the commission.

7.6 The completion of work may be subject to alteration or cancellation 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 various operational reasons. In this case, the best possible alternative shot(s) will be supplied and these will be deemed to fulfil the contract

7.7 FlyHigh Aerial Imaging does not accept liability for errors resulting from incomplete or inaccurate instructions from the client's written brief, nor for delays or restrictions caused by Air Traffic Control, CAA or the Police or similar bodies.

7.8 The Client shall indemnify FlyHigh Aerial Imaging and its pilots against any liability whatsoever (including any liability based on the negligence of the Client) which it may incur resulting from any claim made against the Client by any third party.

8. Force Majeure

8.1 We shall have no liability to you under this Agreement if we are prevented from carrying out our Services or our services are affected in anyway by: any acts, events, omissions or accidents beyond our reasonable control, including strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, inclement weather, intrusion into our take off and landing or flight zone or default of suppliers or sub-contractors.

8.2 Our UAV's are powered by Lipo (Lithium Polymer) Batteries a single flight time last between 12-27 mins on a single charge depending on the UAV used on the day, winds, gusts and cold or high temperature can affect and reduce the flight time of each battery.

8.3 The completion of work may be subject to alteration or cancellation 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 various operational reasons. In this case, the best possible alternative shot(s) will be supplied and these will be deemed to fulfil the contract.

9. Services and Media

9.1 Any concerns over our service, media or deliverables to you must be made within 7 days of either the date of the job (for our services) or seven days from delivery of media.

9.2 You (the client) are responsible for insuring we have permission to land and take off from the location and to film, photograph the subject or subjects relating to the job and contract.

9.3 During the operation it is the pilot's responsibility to fly the drone safely and responsibly. Should it become apparent that an elevation, angle or speed for a filming operation requested by the client will compromise the operational safety, then FlyHigh aerial Imaging's pilot will abort the flight.

10. LEGAL REPRODUCTION RIGHTS, MORAL RIGHTS AND COPYRIGHT (COPYRIGHT, DESIGNS AND PATENTS ACT 1988) AND PROPERTY MISDESCRIPTIONS ACT 1991.

10.1 We abide by the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008. We will not alter our images to deliberately mislead the viewer. We remind users of our images that publishing old images (which were taken much earlier when the views were significantly different), without indicating capture date, could be misleading. Both activities may be considered as offences under these Regulations.

10.2 Limited reproduction rights of the commissioned material pass to the client upon full settlement of the final invoice. This allows reproduction for all uses stated on the quotation from FlyHigh Aerial Imaging. By default, and in the absence of any stated use, this will be 'General Marketing'. 'General Marketing' use excludes use for 'merchandising' (e.g. reproduction of an image for promotion on goods for resale), for which an additional fee will need to be negotiated.

10.3 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 FlyHigh Aerial Imaging. This will incur a negotiated reproduction fee.

11. LICENCING

11.1 We grant you (our client) an exclusive licence to use the commissioned material as agreed previously for a period of 12 months from the date of delivery of the commissioned material from FlyHigh Aerial Imaging to you (our client) or from the date that full payment has been received by FlyHigh Aerial Imaging from you (our client) for the commissioned material, whichever is the later. After the period of the licence as stated it will have expired:

or

11.2 We grant you (our client) a non-exclusive licence to use the commissioned material in perpetuity and in agreement as previously expressed. And you (our client) agree that FlyHigh Aerial Imaging may use the images ourselves and that FlyHigh Aerial Imaging may also licence the images to third parties without reference to you (our client).

12. Laws and Regulations:

12.1 As with all professional Unmanned Aerial Units there are regulations we must abide to when carrying out UAV drone photography and video these regulations are for the public's, yours and our safety and there to help everyone get the best from there flight:

Below is a summary of the key areas that we must adhere to:

- . We cannot fly directly over people, roads or buildings that are not under our control.
- . We need a line of sight with the Drone always.
- . There are strict flight restrictions around airports.
- . We can fly up to 400 feet above Ground level (Higher flights need special permission from the CAA)
- . We must not fly more than 500 meters from the operator.
- . We must get the landowners permission for take-off and landing.
- . Each job requires a site assessment and risk assessment.

GENERAL CONDITIONS

13.1 No failure or delay on the part of us to exercise its rights under the contract shall operate as a waiver thereof nor shall any single nor partial exercise of any such right exclude any other or further exercise thereof. Any waiver of a breach of any provision of the contract shall not affect our rights in the event of any further or additional breach or breaches.

13.2 Notwithstanding termination of the contract these conditions shall continue in full force and effect for so long as is necessary after such termination to give full effect to the provisions contained in these conditions

13.3 The contract shall be construed in accordance with English law which shall be the proper law of the contract and the English court shall have sole jurisdiction in relation to the provisions contained in these conditions.

13.4 The clause headings in these conditions are for convenience only and shall not affect the interpretation hereof in any way whatever.

13.5 Each and every obligation contained in the clause or sub-clause of these conditions shall be treated as a separate obligation and shall be severally enforceable as such and the non-enforceability at any time of the clause or sub-clause of these conditions shall not prejudice the enforceability of the remainder.

13.6 These Conditions are stipulated by FlyHigh Aerial Imaging on our own behalf and on behalf of all our employees and agents and apply for the protection of all its employees and agents as for FlyHigh Aerial Imaging.

13.7 The customer undertakes not to sue or make any claim whatever against any employee or agent of FlyHigh Aerial Imaging in respect of any alleged negligence or other default of that employee or agent in relation to the carrying out, failure to carry out or breach of any contract.

13.8 The customer acknowledges and agrees by placing orders with FlyHigh Aerial Imaging that:

13.9 This is a transaction into which both parties are freely entering.

13.10 There are clauses contained in these conditions which exclude, limit or modify the liability of FlyHigh Aerial Imaging and our employees and agents

13.11 The client acknowledges that they have read this agreement, and both understands and agrees with Infinity Aerial Media regarding all of the Terms and Conditions.

These terms and conditions form part of our contract in booking FlyHigh Aerial Imaging for any work you (the client and all third parties) agree to these terms and conditions without exception.

We reserve the right to change these terms and conditions at any time without notice.