



## **Attenburrow Aerial Survey & Film**

(part of AT&E Ltd..)

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These terms and conditions are the terms on which we both mutually agree to do business.

In the majority of cases assignments can be carried out in a straight forward manner. However, these terms and conditions reflect the terms and conditions that underpin the agreement between Attenburrow Aerial Survey & Film and the client and provide the necessary framework to cover complex assignments.

### **ORDER ACCEPTANCE POLICY**

1. We provide various services, which may include without limitation, photography, filming, production of short video's, processing digital images, creating virtual tours, photogrammetry and other moving digital media. These terms and conditions shall apply to all services provided by us, unless otherwise specifically agreed in writing.

2. We will usually, meet the client prior to acceptance of any assignment to ensure we have the necessary information to plan a safe operation and fully appreciate the photographic/video requirements to be undertaken. Should any additional safety factors/requirements become apparent during the pre-operational meeting, Attenburrow Aerial Survey & Film reserve the right to review any quote previously given.

### **QUOTATIONS**

3. Written quotations are valid for 60 days. The quotation will be inclusive of all preparatory work, provision of any written documentation (e.g. Health & Safety documents, Method Statements and Risk Assessments) or fees for any permissions required (e.g. by the Civil Aviation Authority, Air Traffic Control, Police and relevant landowners), travel and accommodation (where necessary), post-production processing work and delivery of media. Therefore, no hidden costs.

4. You accept that our quotation does not indicate an acceptance of your proposed work/order, neither does it constitute confirmation of our offer to supply which we will be confirmed with an order acknowledgement.

### **BRIEFS**

5. Written briefs are recommended. The brief should include, but not limited to, clear outline of photographic and videography requirements, full postal address with postcode. On more complex projects: on-site maps/site plans with boundaries with the North compass bearing clearly marked, OS Grid references (6-figure) and any other material required to accurately identify the site from the air and ground may be required. A pre-site visit is recommended and in some cases will be a requirement.



## **SITE SURVEYS**

6. If a site survey is deemed necessary eg. Construction sites, the client will clearly outline all hazards and site restrictions (a copy in writing may be requested). In such cases, site specific Health and Safety Risk Assessments and method statements will be produced by Attenburrow Aerial Survey & Film, in line with safe operational requirements, and agreed with the client prior to drone or filming operations commencing.

## **PHOTOGRAPHIC MATERIAL SUPPLIED**

7. Photographic stills will be shot in RAW and normally be supplied to you, the client, edited and graded, unless otherwise agreed. Video rushes or final cut video will be provided to the client by an agreed manner in an agreed format.

## **IMAGE PROCESSING**

8. Additional retouching, digital manipulation and stitching of supplied images is available at an additional cost (all photographic and videography will be colour graded etc. as part of our normal service). We will further process and enhance images at your request although if any imagery is to be used for property marketing we wish to draw your attention to the Property Misdescriptions Act 1991 ('PMA'). We will not alter our images to deliberately mislead the viewer. (Unless they are to be used for creative purposes)

## **APPROVAL TIME**

9. Once images are provided we ask that these are reviewed by our clients within 5 working days. It is your responsibility to check photographs/video supplied. Our images will be deemed to be acceptable by you unless you inform us by email or by telephone within 5 working days of receiving the images, detailing the precise reason you believe the images to be unacceptable. If we agree, then the photographs/video will be re-shot free of charge. If we do not feel the photographs are unacceptable but the rejection is borne out of personal preferences we were not made aware of, then any required re-shooting of the property will be charged at prevailing rates.

## **PURCHASE ORDERS, CONFIRMATION OF ORDER**

10. When you confirm an order, in writing or verbally, we take it in good faith that you are authorised to place such an order and you agree to provide a purchase order number if one is required to expedite payment.

## **BILLING / INVOICING DETAILS**

11. When you confirm an order you create a contract between us and you. If you ask us to invoice a third party for payment we may do this but if the third party does not pay the invoice for any reason you remain liable for the unpaid amount.

12. If you ask us to re-invoice a third party after we have invoiced you we reserve the right to



add an administration fee to cover the costs of administration time and any delay in receiving payment.

## **PAYMENT AND DEPOSITS**

13. Payment of all invoices are due upon receipt unless we have agreed different payment terms. Bank transfer is preferred – details can be found on the quote/invoice.

14. In some cases we will require a payment of a deposit before work commences. The balance is due within three days of the invoice date. Invoices are issued on dispatch of media. In the case of work being required by you to be done in phases, and should the period between starting the work and the final phase being completed be extended beyond 14 days, then an interim payment, may be required.

15. We reserve the right to add statutory Late Payment Interest (Bank of England Base Rate + 8%) to overdue accounts under the Late Payment of Commercial Debts (Interest) Act 1998

## **CANCELLATIONS**

16. Notice of cancellation by you must be received by us in writing at least 7 days prior to any planned assignment.

## **PERMISSIONS**

17. With any unmanned aerial vehicle (UAV) photography flight permission may be required, permission from the Civil Aviation Authority (CAA), local Police, other authorities and relevant landowners, when needed. Certain height and/or other conditions may be applied. All work is subject to obtaining permitted and legal access from which to safely operate the UAV equipment.

## **OPERATIONAL CONSTRAINTS**

18. We will always endeavor to complete any assignments by proposed completion dates. However, due to weather and other operational constraints, we cannot guarantee completion on or by any specific date. We, therefore, cannot be held responsible for any missed publishing or other deadlines or any consequences involving the timing of the commission. Certain requested shots from specific locations, directions and heights, requested, may not be possible on the day for various operational reasons. In this case, the best possible alternatives will be supplied and these will be deemed to fulfil the contract. If, due to operational conditions, it becomes evident that all the work cannot be completed in one day, then work will be prioritised to ensure the most important shots are achieved.

19. The quality of photographs taken after sunset, with a UAV, cannot be guaranteed. Attenburrow Aerial Survey & Film will take operational control for all drone operations on the day and all photography and videography to ensure safety and best image quality. In exceptional circumstances, we may not be able to completely fulfil or complete a contract at all eg. rain, snow, high winds.



## **INTELLECTUAL PROPERTY AND LICENSING**

20. The copyright on all photographs, graphic images remains the property of Attenburrow Aerial Survey & Film until the final agreed payment is made in full, which should be within the agreed timescale. *It is Attenburrow Aerial Survey and Films policy to assign copyright to the client, unless otherwise agreed.* Attenburrow Aerial Survey & Film may request to use material for its in-house show reels, although this will be at the client's discretion and no material will be used without prior written permission.

21. Any licence to use comes into effect from the date of payment of the relevant invoice. No use may be made of the images before payment in full of the relevant invoice without our express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if you are put in administration, receivership or liquidation.

22. We assert our right to be identified as creator of the images. We must be credited whenever images are published, displayed, used in video or DVD productions, transmitted or broadcast.

## **WEATHER**

23. As with any location photography, a successful outcome is dependent upon suitable weather conditions and for them to be forecast accurately. A decision to photograph on a particular day is normally delayed to the last practical moment to maximise the chance of suitable weather. Should you require us to proceed with any assignment against our advice you will be liable for any re-visit costs should you be unhappy with the results we achieve. If Attenburrow Aerial Survey & Film deem safety issues exist, we retain the right not to fly the drone.

24. If the assignment is weather dependent we recommend you take out weather insurance.

## **LIMITATION OF LIABILITY**

25. If any assignment could not be completed due to events outside of our control (e.g. lack of access or unscheduled site activity, or Operational Constraints etc.) Force Majeure, we cannot be held liable for any costs you may be charged to re-schedule and you may be charged a re-visit fee.

26. Should we be held liable then in any event, the liability of ours will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss. We do not accept liability for errors resulting from incomplete or inaccurate instructions you provided or for delays or restrictions caused by Air Traffic Control, CAA or the Police.

27. Whilst back-up copies of CDs are usually kept, we accept no responsibility and liability for maintaining archive copies of photographic material after the work has been delivered to and accepted by you.

28. Attenburrow Aerial Survey & Film, carries £2million public liability insurance. Should a client require additional cover, this can be purchased for any assignment, although the cost will be passed on to the client.



## **ASSIGNMENT**

29. We may assign the Contract or any part of it to any person, firm or company. This will only occur after full consultation with the client.
30. You shall not be entitled to assign the Contract or any part of it without the prior written consent of us.

## **GENERAL TERMS**

31. This is the only agreement between us and you. If a court decides that any part of the agreement cannot be enforced, then that part will not apply. The rest of this agreement will continue to apply. Any notice given under this agreement must be made in writing and may be sent by pre-paid first class post to the parties' respective addresses or by email and will only be considered a proper notice when it is acknowledged by a reply to the notice email.
32. These terms and conditions shall be governed by the Laws of England the parties agree to submit to the exclusive jurisdiction of the English Courts.
33. No waiver by us or any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.