

TERMS AND CONDITIONS

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

1. SERVICES:

1.1 Tremio Aerial Photography Ltd 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 Tremio Aerial Photography Ltd for any reason including but not limited to: weather, personal injury, illness or act of God.

2. EQUIPMENT:

2.1 Tremio Aerial Photography Ltd will provide their own video and UAV related equipment necessary to perform the Services.

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 Tremio Aerial Photography Ltd 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 Tremio Aerial Photography Ltd 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 Tremio Aerial Photography Ltd actively promotes its media and we do 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 Tremio Aerial Photography Ltd.

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

3.5 Unless a buyout of footage is specifically agreed and contracted, Tremio Aerial Photography Ltd retains the copyright of all media (still photography and video) content. The client purchasing the service of Tremio Aerial Photography Ltd 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 Tremio Aerial Photography Ltd

3.6 In all cases where the client uses the relevant media, Tremio Aerial Photography Ltd must be identified and credited as the service provider.

3.7 You (our client) acknowledge and agree that title and ownership of all ordered products shall remain with Tremio Aerial Photography Ltd until the full purchase price for the same has been satisfied to Tremio Aerial Photography Ltd.

3.8 If you have any questions or issues with any the above we would ask you to kindly speak to us in advance of commencement of filming.

4. COST:

4.1 The Client agrees to the total amount stated in their Invoice.

5. PAYMENT TERMS:

5.1 Client will make a one-time payment to Tremio Aerial Photography Ltd for the invoiced total

OR

5.2 The Client shall pay Tremio Aerial Photography Ltd prior to any work being started as a reservation fee. This fee is not refundable and will be credited to the final amount owed

OR

5.3 The Client will pay Tremio Aerial Photography Ltd multiple payments over a defined term.

5.4 Terms of payment are within Tremio Aerial Photography Ltd sole discretion, and, unless otherwise agreed to in writing by Tremio Aerial Photography Ltd, payment is due in full before all client approved media is released.

5.5 In the case of work being required by the client to be done in phases, Tremio Aerial Photography Ltd reserves the right to partially invoice at stages. Tremio Aerial Photography Ltd reserves the right to add statutory late payment interest (Base Rate + 8%) to overdue accounts [Late Payment of Commercial Debts (Interest) Act 1998].

5.6 Tremio Aerial Photography Ltd will liaise with the client for a full viewing of required photographs/video and approval prior to release of all media and in agreement of submitted invoice at the time of full viewing.

5.7 Following clients approval of all media viewed, all payments due are to be paid and cleared within 7 working days.

5.8 Tremio Aerial Photography Ltd will provide all required bank details for the electronic transfer of all agreed fees. Payments are by BACS only. (No cheques and no cash)

5.9 Upon cleared payment all media will be released in full within 24 hours.

5.10 NO MEDIA (part of or in full) WILL BE RELEASED UNTIL FULL PAYMENT HAS CLEARED.

6. PRIVACY OF PROPERTY AND PERSONS:

6.1 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.

6.2 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 Tremio Aerial Photography Ltd.

6.3 Tremio Aerial Photography Ltd 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.

7. GENERAL PROVISIONS:

7.1 All work shall be completed in a professional manner, and in compliance with all applicable laws.

7.2 Tremio Aerial Photography Ltd shall not be liable for any delay due to circumstances beyond our control.

7.3 Tremio Aerial Photography Ltd is an independent Contractor and not an employee of the Client.

7.4 No modification of this Contract shall be valid unless in writing and agreed upon by both Parties. Any changes to this document must be signed by both Tremio Aerial Photography Ltd and the Client.

7.5 The Client shall indemnify and hold Tremio Aerial Photography Ltd harmless from all liability for loss, damage, or injury to persons or property resulting from the negligence or willful misconduct of the Client.

7.6 Tremio Aerial Photography Ltd liability for loss, damage, or failure to deliver the Project (stills photography and/or video) shall be limited to the return of all payments made.

7.7 This Agreement shall be construed in accordance with the laws of the United Kingdom.

7.8 Neither the Client nor Tremio Aerial Photography Ltd may assign this Agreement without prior written consent from the non-assigning party.

7.9 The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.

7.10 This Agreement constitutes the entire agreement between the Client and Tremio Aerial Photography Ltd, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

GENERAL TERMS AND CONDITIONS

8. RATES:

8.1 Each job is unique with many variable factors. Therefore, Tremio Aerial Photography Ltd prefers to quote on an individual project basis, after having discussed or been fully briefed on the proposed project.

8.2 There are a number of variables which may affect the quotation including the time of year (affecting our work load), location of shoot, potential weather and other external shooting conditions, associated risk of taking the job on, requirements for additional CAA approvals and site visits.

8.3 Travel expenses for UK jobs will be billed at 0.45p per mile. The starting point of all mileage will be from our office base in Builth Wells. If accommodation is required, that will also be billable though this will be agreed with the client beforehand.

8.4 We will be happy to discuss any of the above with you in greater detail and think you will find us fair, reasonable and transparent.

8.5 We are happy to provide any quotations in writing once we have received a full brief from the client and been able to discuss the requirements and expectations.

8.6 A discount is offered for ongoing site visits (monthly) or where multiple sites are within reasonable distances.

9. AVAILABILITY AND BOOKING

9.1 Due to the nature of the weather in the UK and nature of filming shoots we are very flexible when working with clients. Many of our jobs are very last minute. However we must have enough time to do pre-flight checks and ensure that the job can be undertaken safely, adhering to the rules & regulations of [aerial filming](#) and our operating licence.

10. POSTPONEMENTS, CANCELLATIONS & WEATHER

10.1 Remote controlled aerial filming is naturally affected by the flying conditions. If due to weather (i.e. rain, strong winds etc.) and we are not able to shoot we shall not charge the client if we can make alternative arrangements for the shoot to happen at another time. If the shoot cannot be re-scheduled (which we usually know in advance of the carrying out the job) anyway, we will discuss cancellation policy and potential fees with the Client and come to a fair and reasonable compromise.

10.2 If a job is cancelled due to other issues and simply not re-scheduled due to the client no longer requiring our services and if Tremio Aerial Photography Ltd has incurred costs/ fees unless by a pre-agreement, costs that have been incurred will have to be met by the client.

11. CONFIDENTIALITY

11.1 All enquiries will be treated in the strictest confidence.

12. QUOTATIONS

12.1 Written quotations are valid for 30 days and will be supplied for all work on receipt of a clear and accurate written brief from the client. Written briefs are required to ensure photographic objectives are well defined for both the client and Tremio Aerial Photography Ltd and to avoid errors.

12.2 The brief may need to include, but is not limited to, full postal address with postcode, maps, site plans with boundaries and the North compass bearing clearly marked, ordnance survey grid references (6-figure) and any other material required to accurately identify the site from the air.

12.3 The quotation and fee will be inclusive of all preparatory work, provision of any written documentation (e.g. risk assessment where required) or permission required (e.g. by the Civil Aviation Authority, Air Traffic Control, Police and relevant landowners), travel and accommodation (where necessary) and post-production processing work (not normally included) and digital delivery of images.

12.4 For UAV work, unless otherwise stated, the quotation will be for the amount of aerial photography reasonably achievable within one day. The fee quoted will reflect the proposed uses of the images, as stated by the client, for which full personal reproduction rights will be granted. A series of assignments is treated as a set of individual contracts. Additional reproduction rights may be negotiated at a future date.

13. SITE

13.1 If a site survey is needed prior to the quotation, the cost will be agreed and invoiced accordingly. The client must confirm in writing that it has permission to access the ground that will be used to take off and land.

14. CANCELLATION BY TREMIO AERIAL PHOTOGRAPHY

14.1 If Tremio Aerial Photography Ltd cannot fly due to adverse weather conditions or mechanical failure, and the photoshoot cannot be rescheduled, Tremio Aerial Photography Ltd will refund all advance monies paid for that day. Costs incurred prior to the photoshoot day such as paid-for site visits and meetings are excluded and remain due for payment.

14.2 If Tremio Aerial Photography Ltd cannot fly due to reasons that only become evident once on site or for reasons that Tremio Aerial Photography Ltd was not advised of beforehand then the full cost will remain due for payment. Tremio Aerial Photography Ltd may, at its sole discretion, offer a discount on a reshoot should one be scheduled.

15. CANCELLATION BY YOU

15.1 Notice of cancellation by the client must be received in writing by Tremio Aerial Photography Ltd and the notice is not valid until confirmed in writing by Tremio Aerial Photography Ltd.

15.2 Cancellation fees are payable according to the following items:

Preparatory works, such as site survey visits, written documentation, time and travelling charge where costs have been incurred by Tremio Aerial Photography Ltd following written

instruction from you these costs will remain due for payment in full, but pro rata to the overall agreed fees for the full service.

16. PERMISSION TO CONDUCT PHOTOGRAPHY

16.1 Flight permission is generally granted within a day or so, however with UAV photography, permission from the Civil Aviation Authority (CAA), local Police, other authorities and relevant landowners, when needed, can take several weeks (CAA may require up to 28 days written notice of intention to fly). This is usually granted but 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.

17. PHOTOGRAPHIC MATERIAL SUPPLIED

17.1 Still photographic or video material will normally be shot on digital camera equipment and supplied as unedited RAW or low compression jpegs. Video material will normally be supplied as unedited rushes. As a minimum, you will need to put the video through stabilisation software during post-processing to obtain smooth footage. Images will be supplied on CD-ROM, DVD or memory stick storage device.

17.2 Retouching, digital manipulation and stitching of supplied images is available at an additional cost, when feasible. Whilst we will endeavour to provide an accurate colour rendition of the original scene, we cannot guarantee to match the colour perceived by the human eye. All original photographic material (i.e. negatives, high-resolution digital RAW/ tiff files and/or Video) remains the property of Tremio Aerial Photography Ltd.

17.3 Reorders, reprints and enlargements etc. from the original material can be supplied on request. Reorders will be treated as an extension to this contract and should include image reference numbers and are required in writing. A written quotation will then be supplied. Finished materials are normally dispatched within 5 working days of completion of the location work.

18. FILMING

18.1 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 Tremio Aerial Photography Ltd pilot will abort the flight.

18.2 Tremio Aerial Photography Ltd will try to capture the images at another elevation, angle or speed but cannot guarantee that this will be as originally requested for filming. It is always advisable to request a site visit and discussion prior to operational deployment. Usually these are part of the quote; however there may be a charge for a site visit depending on location and urgency.

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

19.1 Limited reproduction rights of the commissioned material passes to the client upon full settlement of the final invoice. This allows reproduction for all uses stated on the quotation from Tremio Aerial Photography Ltd. 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.

19.2 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 Tremio Aerial Photography Ltd. This will incur a negotiated reproduction fee.

19.3 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 of these activities may be considered as offences under these Regulations.

20. LICENCING

20.1 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 Tremio Aerial Photography Ltd to you (our client) or from the date that full payment has been received by Tremio Aerial Photography Ltd from you (our client) for the commissioned material, whichever is the later. After the period of the licence as stated it will have expired:

20.2 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 Tremio Aerial Photography Ltd may use the images ourselves and that Tremio Aerial Photography Ltd may also licence the images to third parties without reference to you (our client).

21. LIMITATION OF LIABILITY, WEATHER, FORCE MAJEURE, ACT OF GOD AND OTHER CONSTRAINTS

21.1 As with any outdoor location photography, a successful outcome depends upon suitable weather conditions. A decision to photograph on a particular day is normally delayed to the last practical moment to maximise the chance of suitable weather.

21.2 The UAV and camera weigh approximately 2Kg. 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 will impact on the image quality, steadiness and the angle of the picture(s).

21.2 We will endeavour to obtain the best quality pictures for the conditions and certain adjustments (such as skew to square up the image) can be made afterwards in post-processing. However, the images and video are not guaranteed to be steady and of broadcast standards (for instance).

21.3 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.

21.4 Tremio Aerial Photography Ltd will always endeavour to complete its assignments by proposed completion dates. However, due to weather and other operational constraints, Tremio Aerial Photography Ltd 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.

21.5 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

21.6 Battery limitations mean that each flight will last a maximum of approximately 20 minutes. This will normally generate up to 15 minutes of photographically usable flight time. After this time, the UAV must descend for a battery change.

21.7 The quality (e.g. exposure and sharpness) of photographs taken after sunset (which require the camera to be relatively still at the point of exposure) cannot be guaranteed and

usually will not be attempted. Images required to be taken into the sun will undoubtedly suffer, to some degree, from lens flare and other detrimental effects.

21.8 In exceptional circumstances, Tremio Aerial Photography Ltd may not be able to completely fulfil or complete a contract at all. In these cases, it will refund part or all of any deposit received and not accept any other liability. In any event, the liability of Tremio Aerial Photography Ltd will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

21.9 Tremio Aerial Photography Ltd 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.

21.10 Whilst back-up copies of images are usually kept, Tremio Aerial Photography Ltd accepts no responsibility nor has liability for maintaining archive copies of photographic material after the work has been delivered to and accepted by the client.

21.11 Tremio Aerial Photography Ltd has all necessary insurances, including Public Liability Insurance, with an indemnity of up to £1 million pounds.

21.12 Tremio Aerial Photography Ltd 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 third parties.

21.13 Tremio Aerial Photography Ltd and its employees and agents shall be under no liability for any injury, loss, or damage of any kind whether direct, consequential or special and howsoever caused resulting from or arising out of or incidental to:

21.14 Any negligence on the part of us or our employees (except insofar as the same causes death or personal injury) or

21.15 Our performance of or failure to perform or breach of any of its express implied obligations under the contract.

21.16 You shall indemnify us against any liability whatsoever (including any liability based on the negligence of you) which it may incur resulting from any claim made against you by any third party.

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

22. GENERAL CONDITIONS

22.1 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.

22.2 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

22.3 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.

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

22.5 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.

22.6 These Conditions are stipulated by Tremio Aerial Photography Ltd 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 Tremio Aerial Photography Ltd

22.7 The customer undertakes not to sue or make any claim whatever against any employee or agent of Tremio Aerial Photography Ltd 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.

22.8 The customer acknowledges and agrees by placing orders with Tremio Aerial Photography Ltd that:

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

22.10 There are clauses contained in these conditions which exclude, limit or modify the liability of Tremio Aerial Photography Ltd and our employees and agents

22.11 All charges exclude VAT, which will be charged at the prevailing rate, (where applicable) and are subject to these Terms and Conditions

22.12 The client acknowledges that they have read this agreement and both understands and agrees with Tremio Aerial Photography Ltd regarding all of the Terms and Conditions.

This agreement for the service(s) as listed on the attached quotation is dated

The agreement is made between - Party One to this agreement:

(The Client)

Name:

Address:

Signed by:

Name in block capitals:

AND Party Two to this agreement:

(Tremio Aerial Photography Ltd – Accountable Manager)

Name:

Address:

Signed by:

Name in block capitals:
