

Adventure Dog Productions Terms & Conditions

Last updated: June 2016

1: Definitions. In this agreement the following definitions apply:

1.1 "Company" – refers to Adventure Dog Productions.

1.2 "Client" – refers to the person or company that Adventure Dog Productions enters into a working contract / agreement with.

1.3 "Services" – refers to the services which Adventure Dog Productions provide within their contract / agreement, e.g. Aerial Filming, Filming, Aerial Still Photography, Post Production, Hosting.

1.4 "UAV" – refers to Unmanned Aerial Vehicle (Drone).

2: Quotations & Payment

2.1: Quotations: After receipt of a written and accurate brief from the Client for the Goods required the Company shall issue a written quotation – via email – which shall incorporate identified expenses, including but not limited to: all preparatory work that will be required – including necessary written documentation of site surveys and risk assessments; travel; accommodation (if required); post-production work (editing); additional crew required; final delivery of footage and/or images. The quotation shall also reflect the proposed use of the images by the Client. If a site survey is required in advance of a quotation, the Client must confirm in writing that it has the necessary permissions to access the location(s) to be used.

2.2: Deposit: When confirming a booking with the Client, the Company will require a deposit of 50%.

2.3: Remainder of Payment: The remainder of the balance relating to the Goods shall be invoiced to the Client upon completion of the (aerial) film / aerial photography shoot. Invoices are payable within 21 days of the date stated on the invoice.

3: Cancellation

3.1: Cancellation by Client: The Company must receive any cancellation in writing. If the Client cancels the agreement prior to any payment being paid there will be no cancellation fee.

3.2: Cancellation Fees: Cancellation fees are incurred under the following schedule: (i) If the Client cancels the agreement with more than 2 (two) weeks' notice of the agreed filming date, and with no confirmation of rescheduling the work, the cancellation fee will be 50% of the deposit paid; or (ii) If the Client cancels the agreement with less than 2 (two) weeks' notice of the agreed filming date, and with no confirmation of rescheduling the work, the cancellation fee will be 100% of the deposit paid.

3.3: Cancellation by Adventure Dog Productions:

3.4: Weather conditions can adversely affect aerial filming / aerial photography and unpredictability of the weather can cause changes to the agreed time / date of work. Should weather cause the cancellation by the Company of the agreed filming, the Company will reschedule to an alternative date at no extra cost.

3.5: Should mechanical failure of the UAV occur, resulting in cancellation of agreed filming, the Company shall reschedule to an alternative date at no extra cost.

3.6: In exceptional circumstances, should the Company have to cancel agreed filming without being able to reschedule, all or part of the advanced deposit received shall be refunded to the Client and not accept any other liability.

3.7: Should the Company have to cancel on the day of the agreed filming, due to reasons that are only evident once on-site, or that they were not advised of in advance by the Client then 100% of the deposit shall be retained by the Company.

4: Permissions

4.1: Flight permission is to be obtained by the Company from the Civil Aviation Authority (CAA) and other authorities, including but not limited to: Air Traffic Control (ATC), local police, military, local authorities, landowners. All work undertaken by the Company is subject to approval and obtaining the necessary written permissions under which to operate safely.

4.2: The Company shall work with the Client in order to obtain the required permissions in relation to access to locations for/by the Company and any persons' employed by them for the agreed filming.

5: Aerial Filming & Aerial Photography

5.1: The Company maintains the necessary insurances for its UAV, including Public Liability Insurance, with the indemnity of up to £5,000,000 (five million) pounds.

5.2: The UAV, whilst stabilised whilst flying, is affected by wind and therefore this can impact upon steadiness of the footage and angle of the image(s). The Company will work to achieve the highest quality footage/images for the Client.

5.3: The Company will undertake filming within the limitations of its UAV batteries. Flight time per battery normally lasts a maximum of 20 (twenty) minutes.

5.4: Aerial Filming/Photography may be subject to unexpected delays due to restrictions imposed upon flying by the Civil Aviation Authority (CAA), or other regulatory body. The Company does not accept any liability when such restrictions or delays occur.

5.5: Aerial Filming/Photography may be restricted or delayed due to weather conditions, including strong wind or rain. The Company will recommence such filming once the weather conditions are deemed satisfactory and safe for the UAV to fly.

5.6: The Company are under no liability for failure to perform, or breach any of the obligations, as defined in the contract, due to the nature of UAV filming.

5.7: The Company does not accept liability for errors resulting from inaccurate instructions from the Client, or delays/restrictions incurred by the Client or Third Parties.

5.8: The Company will do its utmost to undertake filming on the scheduled and agreed date, however, the Company cannot guarantee completion of aerial filming/photography by a specified deadline if operational constraints or weather lead to delays.

6: General Filming/Photography Terms

6.1: The Company will liaise and consult with the Client to develop the brief for the aerial filming/aerial photography/filming to be undertaken.

6.2: The Company will advise where deemed appropriate on elements including, but not limited to, script, location, angles, music, in discussion with the Client.

6.3: The Client will work in conjunction with the Company to make any necessary preparations for filming/photography.

6.4: The Company will undertake all post-production editing, unless explicitly agreed in writing with the Client, and will provide a first proof of the footage to the Client in a timely manner. Re-editing can occur, after consultation between the Client and the Company, in a reasonable manner to ensure the brief has been met. Significant re-edits will be charged at a rate of £300 per day.

6.5: The Company reserves the right to confirm any additional crew required by them to assist with an agreed shoot.

7: Copyright and Usage

7.1: The Company retains full copyright of aerial film, film and still photography footage, as well as graphics, music, soundtracks, design or artwork, printed material created by them.

7.2: Film/Photography footage can be licensed to the Client upon written agreement for an initial term of 12 months when hosted by the company, to then be reviewed for either renewal by the Client for use, or claimed back fully by the Company. In cases where hosting by the Company is not valid then a licence term can be agreed prior or after filming commences.

7.3: The Client shall not alter or edit the footage in any way, without prior written agreement from the Company.

7.4: The Client shall not sell the footage, nor allow it to be used by third parties – including but not limited to, newspapers, magazines, television, the Internet, books, or film – without obtaining written permission from the Company. Such permission may incur an additional fee to the Client.

7.5: The Client may use the footage licensed to them by the Company to be used by a third party working directly for the Client for the purposes of marketing, upon written agreement with the Company. Copyright to the Company must be clearly visible adjacent to the footage/imagery used, upon agreement and written permission from the Company.

7.6: The Company reserves the right to use any footage or still photograph for personal promotion under any medium we have chosen.

8: Data Protection

8.1: The Company confirms that all information provided to them by the Client, and any related third parties, will remain private and confidential and used only for Client purposes. Likewise, the Client confirms that all information provided to them by the Company will remain private and confidential with themselves and any related third parties, and used only for the contracted purposes with the Company.

9: Basis of Law

9.1: The laws of the United Kingdom govern these Terms and Conditions, as well as any letter or contract.