

## Terms and Conditions

### 1. DEFINITIONS

1.1 In these conditions the following words shall have the following meaning:

**“Shetland Flyer Aerial Media”, “Company”, “Us”, “We”, “Our”**, or variations thereof shall mean Rory Gillies of 11, Ronald Street, Lerwick, Shetland, ZE1 0BQ trading as Shetland Flyer Aerial Media.

1.2 **“The Customer”, “You”, “Client”, “Your”, “Purchaser”** or variations thereof shall mean the person, firm or Company with whom Shetland Flyer Aerial Media contracts.

1.3 **“Goods”** means the assignment, media, articles, things or service which are the subject matter of the Contract.

### 2. ORDER ACCEPTANCE POLICY

2.1 Shetland Flyer Aerial Media reserves the right at any time to accept or refuse service and sales for any reason. Shetland Flyer Aerial Media reserves the right to require additional verifications or information from the Purchaser before accepting any order or providing services. You agree that the receipt by Shetland Flyer Aerial Media of a verbal, electronic or printed copy of an order form does not indicate Shetland Flyer Aerial Media’s acceptance of the Purchaser’s order, neither does it constitute confirmation of Shetland Flyer Aerial Media’s offer to sell.

2.2 You acknowledge and agree that title, reproduction rights and ownership of all Goods shall remain with Shetland Flyer Aerial Media until the full purchase price for the same has been satisfied to Shetland Flyer Aerial Media.

### 3. QUOTATIONS

3.1 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 Shetland Flyer Aerial Media and to avoid errors. 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.

3.2 The quotation and fee will be inclusive of all preparatory work, provision of any written documentation (e.g. Method Statements and Risk Assessment where required) and any additional permissions required (e.g. by the Civil Aviation Authority, Air Traffic Control, Police, Local Authority and relevant landowners), travel and accommodation (where necessary), post-production processing work and digital delivery of media. For UAS work, unless otherwise stated, the quotation will be based on Our daily or hourly rates as stated in Our current rate card.

3.3 The fee quoted will reflect the proposed uses of the Media, as stated by the Client, for which Limited 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.

## Terms and Conditions (continued)

### 4. PAYMENT TERMS

4.1 Terms of payment are within Shetland Flyer Aerial Media's sole discretion, and, unless otherwise agreed to in writing by Shetland Flyer Aerial Media, full payment is due within seven days of delivery of the Goods to the Client. Depending on the assignment Shetland Flyer Aerial Media may request an advanced payment before any work is undertaken.

4.2 In the case of work being required by the Client to be done in phases, Shetland Flyer Aerial Media reserves the right to partially invoice at stages. Shetland Flyer Aerial Media reserves the right to add statutory Late Payment Interest (Base Rate + 8%) to overdue accounts.

### 5. SITE

5.1 If a site survey is needed prior to the quotation, the cost will be agreed and may be invoiced in advance. If the site is Your Property You must confirm verbally or in writing that You have granted Us permission to access the ground that will be used to take off and land.

### 6. CANCELLATION BY SHETLAND FLYER AERIAL MEDIA

6.1 If Shetland Flyer Aerial Media cannot fly due to illness, travel disruption, adverse weather conditions or mechanical failure, and the task cannot be rescheduled, Shetland Flyer Aerial Media will refund all advance monies paid for that day. Costs incurred prior to the task day such as paid-for Site visits and meetings are excluded and remain due for payment.

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

### 7. CANCELLATION BY YOU

7.1 After Your written or verbal instructions to supply Goods has been accepted by Us and the assignment scheduled, Notice of cancellation by You must be received in writing by Shetland Flyer Aerial Media and the Notice is not valid until confirmed in writing by Shetland Flyer Aerial Media.

Cancellation fees are payable according to the following schedule:

7.1.1 More than seven days' notice – Nil.

7.1.2 Between seven and three days' notice – 50% of the agreed fee less any payment already made.

7.1.3 Two days' or less notice – 100% of the agreed fee less any payment already made.

7.2 Notwithstanding the above schedule, if any costs have been incurred by Shetland Flyer Aerial Media following written or verbal instruction from You (for example, but not limited to, an agreed Site Survey cost) these costs will remain due for payment in full.

## Terms and Conditions (continued)

### 8. PERMISSIONS TO CONDUCT COMMERCIAL AERIAL WORK

8.1 Shetland Flyer Aerial Media has been granted standard permissions by the Civil Aviation Authority (CAA) to conduct commercial work with UAS in accordance with Our Permission for Commercial Operations and Operations Manual, and We hold a Non Standard Flight (NSF) authorisation from National Air Traffic Service (NATS) for the Shetland area. However, in some cases additional permissions may be required from the CAA, ATC, NATS, Local Authority, Police, other authorities and relevant landowners which may take several weeks. All work is subject to obtaining permitted and legal access from which to safely operate the UAS.

### 9. MEDIA DELIVERY

9.1 Still photographic and video material will be shot on digital camera equipment. Photographic media will be supplied as uncompressed TIFF and/or low compression JPEG files. Unedited raw media is available for work carried out under the Enhanced rate. Video material will normally be supplied as H.264 or ProRes 4.2.2 unedited rushes. Media will be supplied via download or USB flash devices.

9.2 Retouching, digital manipulation, stitching and printing of images and video post-production are available at an additional cost. Whilst we will endeavour to provide an accurate colour rendition of the original scene, we cannot guarantee to match or grade to the colour perceived by the human eye. All original media (i.e. high-resolution digital raw/TIFF files and/or Video) remains the property of Shetland Flyer Aerial Media.

9.3 Subject to clause 11.9, reorders, reprints and enlargements etc. from the original Media can be supplied on request. Reorders will be treated as an extension to this contract and should include Media Reference Numbers and are required in writing. A written quotation will then be supplied. Finished materials are normally dispatched within 10 working days of completion of the location work.

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

10.1 Unless otherwise agreed the title and entire copyright of all Media produced by Us remains with Shetland Flyer Aerial Media at all times throughout the world. 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 or Agreement from Us. By default, and in the absence of any stated use, this will be 'Standard Usage Rights'. 'Standard Usage Rights' expressly excludes use for merchandise (e.g. reproduction of the material for resale) or broadcast, for which an additional fee will need to be negotiated.

10.2 Unless agreed in advance, use of the commissioned material by any third party (including, but not limited to, stock libraries, newspapers, magazines, book publishers, television, film and the Internet) will only be granted following written permission from Shetland Flyer Aerial Media. This may incur a negotiated Reproduction Fee.

## Terms and Conditions (continued)

10.3 Subject to Paragraphs 10.1 and 10.2, above, the following two exceptions do not need advance written permission from Shetland Flyer Aerial Media:

10.3.1 Any third party working directly for the Client such as a Company creating publicity material for the Client incorporating the commissioned material.

10.3.2 Newspaper Editorial Content for a news item about the Client provided that the text "© Shetland Flyer Aerial Media" is clearly visible adjacent to the Media for printed content and for online content the aforementioned text is clearly visible and all the text hyperlinks to Shetland Flyer Aerial Media's Home Page (<http://www.shetland-flyer.media/>).

### 10.4 LICENSING

10.4.1 Subject to clause 10.4.2 We grant You an exclusive licence to use the commissioned material (the Media) as agreed in clause 10.1 for a period of 24 months from the date of delivery of the Media from Us to You or from the date that full payment has been received by Us from You for the Media, whichever is the later.

10.4.2 You agree that We retain the right in all cases to use any or all of the Media in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting Shetland Flyer Aerial Media without reference to You.

10.4.3 After the period of the licence as stated in Clause 10.4.1 has expired:

10.4.3.1 We will give You the option to purchase a further exclusive use license, or;

10.4.3.2 We grant You a non-exclusive licence to use the Media in perpetuity and in agreement with Clauses 10.1, 10.2 and 10.3. and;

10.4.3.3 You agree that We may licence the Media to third parties for any purpose without reference to You.

### 11. LIMITATION OF LIABILITY, WEATHER, FORCE MAJEURE, ACTS OF GOD AND OTHER CONSTRAINTS

11.1 As with any outdoor location photography, a successful outcome depends upon suitable weather conditions. A decision to fly 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 as forecast and the assignment needs to be postponed, or there is some other reasonably unpredictable reason why the work could not be completed, then either there will be no additional charge to the Client for a return visit to complete the work or the Client can request a full refund of monies paid to Shetland Flyer Aerial Media in respect of the cancelled time. No refund will be made for any chargeable preparation work already carried out.

11.2 We will endeavour to obtain the best quality Media for the prevailing conditions and this may require certain adjustments to be made by post-processing. However, the images and video are not guaranteed to be of fine art or broadcast standards.

11.3 Unless a rejection fee has been agreed in advance, there is no right for You to reject the Media on the basis of style or composition.

## Terms and Conditions (continued)

11.4 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.

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

11.6 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.

11.7 In exceptional circumstances, Shetland Flyer Aerial Media 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 Shetland Flyer Aerial Media will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

11.8 Shetland Flyer Aerial Media 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.

11.9 Whilst back-up copies of images are usually kept, Shetland Flyer Aerial Media accepts no responsibility nor liability for maintaining archive copies of digital media after the work has been delivered to and accepted by the Client.

11.10 Shetland Flyer Aerial Media has all necessary insurances, including Public Liability Insurance, with an indemnity of up to 2 million pounds fully compliant with EU Regulation (EC) No 785/2004.

11.11 Shetland Flyer Aerial Media 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.

11.12 Shetland Flyer Aerial Media 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:

11.12.1 Any negligence on the part of Us or Our employees (except insofar as the same causes death or personal injury) or;

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

## Terms and Conditions (continued)

11.13 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.

11.14 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 or materials or any other cause or causes not within Our direct control.

### 12. GENERAL CONDITIONS

12.1 No failure or delay on the part of Us to exercise Our 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.

12.2 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.

12.3 The Contract shall be construed in accordance with the laws of Scotland which shall be the proper law of the Contract and the Scottish Court shall have sole jurisdiction in relation to the provisions contained in these Conditions.

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

12.5 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.

12.6 These Conditions are stipulated by Us 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 Us. The Customer undertakes not to sue or make any claim whatever against any employee or agent of Us 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.

12.7 The Customer acknowledges and agrees by placing an order with Us that:

12.7.1 This is a transaction into which both parties are freely entering;

12.7.2 There are clauses contained in these Conditions which exclude, limit or modify the liability of Us and Our employees and agents.

12.8 The Customer acknowledges that the Customer has read this Agreement and both understands and agrees with Us regarding all of the Terms and Conditions.