



# HORIZON AP

## Terms and Conditions

February 2011

Horizon Aerial Photography  
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www.horizonap.com  
*East Lilburn Farm, Alnwick  
Northumberland NE66 4ED*

# Terms

Before we commence a project we require that you read and agree to these terms and conditions.

Travel expenses are not charged for any work within Northumberland. Outside of Northumberland they are charged at the standard rate.

For all our services, we will guarantee to provide the quality we advertise. If the results are not satisfactory we will reshoot at a suitable time or re-edit and produce your media. Any re-shoot or re-edit will comply with our standard terms and conditions and will be prioritised at the bottom of our current client list.

We ask for a 50% deposit on an initial estimate before we commence a project, with the full amount being due before any material is released.

We have CAA (civil aviation authority) permission to conduct 'Aerial Work' in the UK. Certain limitations have been put in place by the CAA and what our system is capable of, you should consider these when planning a project, we can only fly:

- During daylight hours
- In dry weather with a windspeed no greater than 10mph
- At a maximum altitude of 400ft
- A maximum of 500 metres from the operator
- Outside of 150 metres of an organised open-air assembly of more than 1000 persons
- Outside of 50 metres of any vessel, vehicle or structure which is not under our direct control
- With permissions from any landowner on whose land will be used for takeoff and landing

THE CLIENT ACKNOWLEDGES THAT THE HIRER HAS READ THIS AGREEMENT AND BOTH UNDERSTANDS AND AGREES WITH HORIZON AERIAL PHOTOGRAPHY LTD REGARDING ALL OF THE FOLLOWING TERMS AND CONDITIONS, WHICH APPLIES TO ALL HIRING, QUOTATIONS MADE AND PURCHASE ORDERS ACCEPTED.

## ORDER ACCEPTANCE POLICY

1. HORIZON AERIAL PHOTOGRAPHY herein after referred to as HORIZON AP, reserves the right at any time to accept or refuse service and sales for any reason. HORIZON AP reserves the right to require additional verifications or information from the purchaser before accepting any order or providing services. This additional information may be subsequently disclosed by HORIZON AP to financial institutions, credit investigation bureaus and/or governmental agencies. The purchaser agrees that the receipt of an electronic or printed order form does not indicate HORIZON AP 's acceptance of the purchaser's order, neither does it constitute confirmation of HORIZON AP 's offer to sell.

# Terms (continued)

2. The purchaser acknowledges and agrees that title and ownership of all ordered products shall remain with HORIZON AP until the full purchase price for the same has been satisfied to HORIZON AP.

## PAYMENT TERMS

3. Terms of payment are within HORIZON AP's sole discretion, and unless otherwise agreed to by HORIZON AP, a 30% non-refundable deposit must be received prior to HORIZON AP's acceptance of an order with the remaining 70% receivable prior to receiving your media. Payment for the products and services must be made by BACS transfer; or another prearranged payment method. Orders are not binding upon HORIZON AP until accepted by HORIZON AP. Any quotations given by HORIZON AP will be valid for the period stated on the quotation.

## QUOTATIONS

4. Written quotations will be supplied for all aerial assignments 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 HORIZON AP and to avoid errors. The brief may need to include, but 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.

## BRIEFS

5. The quotation and fee will be inclusive of all preparatory work, provision of any written documentation (eg for UAV work requiring Health & Safety documents, eg Method Statements and Risk Analysis) or permission required (eg by the Civil Aviation Authority, Air Traffic Control, Police and relevant landowners), travel and accommodation (where necessary), but exclusive of delivery of materials and post-production processing work, which will be charged at estimated cost (due to the variation in client's requirements).
6. 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. Value Added Tax will be applied at the prevailing rate on the inclusive fee. A series of assignments is treated as a set of individual contracts.

## SITE SURVEYS

7. If a site survey is needed prior to the quotation, the cost will be agreed and invoiced in advance. If the resulting work materialises, the cost will be deducted from the final invoice.

# Terms (continued)

## PHOTOGRAPHIC MATERIAL SUPPLIED

8. Still photographic or video material will be shot on professional digital camera equipment as RAW files and supplied as high-resolution tiffs or low compression jpegs on DVD(s). If required and when agreed, a printed image reference chart of corresponding thumbnail images and/or a selected 10 inch proof print will be provided. Video material will normally be supplied as unedited rushes on DVD, or the original format (original material to be returned to HORIZON AP after copying within 4 weeks). Retouching, digital manipulation and stitching of supplied images is available at an additional cost. While 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 Videotape) remains the property of HORIZON AP. 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 10 working days of completion of the location work.

## PURCHASE ORDERS, CONFIRMATION OF ORDER

9. A Purchase Order Agreement form completed in writing or online with a deposit of 30%, rounded, of the net quotation is required to confirm an order.

## DEPOSITS

10. Payment of the deposit is required before work commences. The balance is due on the day of the invoice date (which will be the date when finished materials are dispatched). In the case of work being required by the client to be done in phases, and should the period between paying the deposit and the final phase being completed be extended beyond 2 months (due to the client not enabling completion for any reason), then an interim payment (part of the balance) may be required after 2 months of the deposit being paid. HORIZON AP reserves the right to add statutory Late Payment Interest (Base Rate + 8%) to overdue accounts [Late Payment of Commercial Debts (Interest) Act 1998].

## PAYMENTS

11. HORIZON AP retains all rights in photographic material supplied until payment is received in full.

## CANCELLATIONS

12. Notice of cancellation by the Client must be received in writing at least 14 days prior to any planned assignment date to avoid a possible loss of deposit or part of deposit. Prior

# Terms (continued)

to a deposit being paid, cancellation may be subject to a charge to recover expenses incurred by any significant amount of preparatory work undertaken on behalf of the Client.

## PERMISSION TO CONDUCT AERIAL WORK

13. Flight permission is generally granted within a day or so, however with UAV photography, permission from the Civil Aviation Authority, 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.

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

14. Full Personal 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 and Commissioning Form. 'General Marketing' use excludes use for 'merchandising' (eg reproduction of an image for promotion on goods for resale), for which an additional fee will need to be negotiated. Legal use of the images by any third party, not directly on the Client's behalf, will only be granted following written permission from HORIZON AP. This will incur a negotiated Reproduction Fee. Client's using HORIZON AP copyrighted images in their Image Library will agree to pay 100% of any hire-out royalties to HORIZON AP.
15. Moral Rights (inc. Paternity Right) will always be asserted in that the name of the author of the photography (i.e. HORIZON AP), commissioned or otherwise, is suitably credited whenever images are published, displayed, used in video or DVD productions, transmitted or broadcast. A copy of the finished production will be required, unless otherwise stated. Reproduction Rights are non-exclusive.
16. By accepting these terms, the commissioning Client permits HORIZON AP, who retains copyright of all photographic images supplied, the right to use any images for photographic library use, publications and other uses without reference to the Client. We abide by the Property Misdescriptions Act 1991. 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 this Act.

# Terms (continued)

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

17. As with any outdoor 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 the weather on the day not be as forecast and the assignment needs to be postponed, or there is some other reason why the work could not be completed due to HORIZON AP's fault, there will be no additional charge to the Client for a return visit to complete the work. If the work could not be completed due to Client reasons (e.g. lack of access or unscheduled site activity etc), the Client may be charged to recover costs and time.
18. HORIZON AP will always endeavour to complete its assignments by proposed completion dates. However, due to weather and other operational constraints, HORIZON AP cannot guarantee completion on or by any specific date. It, therefore, cannot be held responsible for any missed publishing or other deadlines or any consequences involving the timing of the commission. The completion of work is subject to alteration or cancellation due to any cause(s) beyond our control.
19. 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. This should be taken into consideration when describing these images in marketing material, and with regard to the Property Misdescriptions Act 1991. With UAV the amount of work quoted (e.g. number of shots and heights etc) to be done will be the amount considered possible in one on-site visit and the fee quoted accordingly. If, due to operational conditions, if 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. If completion of the work requires additional time, and with agreement of the Client, the subsequent day rate will be charged at 50% of the original day rate.
20. 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 in a southerly direction (into the sun), will undoubtedly suffer, to some degree, from lens flare and other detrimental effects. In exceptional circumstances, HORIZON AP 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 except any other liability. In any event, the liability of HORIZON AP will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

# Terms (continued)

HORIZON AP 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.

Whilst back-up copies of DVDs are usually kept, HORIZON AP accepts no responsibility and liability for maintaining archive copies of photographic material after the work has been delivered to and accepted by the Client.

HORIZON AP has all necessary insurances, including Public Liability Insurance, with an indemnity of up to 5 million pounds.