



Thanks for using Commercial Drone Footage.

This basic work agreement outlines our Services, Charges and what you can expect should a flight require to be postponed or cancelled due conditions out of our control. Please also make sure to read our Standard Terms as they apply to all Assignments undertaken by Neil Clayton TA Commercial Drone Footage (AKA the Photographer / CDF / cdfmedia.co.uk) for the Client and to all Usage Licences or extended and/or additional Usage Licences relating to such Assignments.

Our terms, licensing & agreement may change as our services develop. Please make sure you check our terms, licensing & agreement on a regular basis and before hiring CDF for any additional work.

Commercial Drone footage Drone flights must adhere to strict CAA safety rules, the laws of the land and insurance rules. These rules and laws ensure the safety of every person in flight and on the ground. Every CDF flight will be thoroughly assessed for risk and compliance with these laws and must follow strict safety guidelines.

For the purpose of this basic work agreement the following terminology will be used:

Client – Person or Company hiring CDF

CDF / Commercial Drone Footage/ CDFMEDIA.CO.UK – Neil Clayton Trading as Commercial Drone Footage

Flights – Small Unmanned Aerial Flights gathering footage / surveillance images.

Footage – Images, video and or data captured during flight and filming

Drones / SUA – Small Unmanned Aerial Vehicles (SUA) used to gather aerial footage

Works / Job / Footage – Agreed work or jobs carried out for the client including all safety checks, administration, flights etc. Normally x1 short video made up of multiple video captures and a small number of pictures (if requested) or Mapping.

Other Services – Any other agreed work carried out by CDF on behalf of the client.

Mapping – footage captured to map an area of land, crops, construction, mining etc.

Edit / Produce – finalising the footage or mapping

Base footage – Unedited footage straight from camera in JPEG or MP4 format **RAW footage** -

The Digital Negative footage if captured.

Digital Reproductions & Acceptance of this agreement – Acceptance of the agreement sent via digital methods

1. Forces Out with Operational Control: (see Standard Terms)

- a. All flights operated by CDF must follow CAA (Civil Aviation Authority) rules. For your safety and those in the air and on the ground, CDF will carry out multiple flight risk assessments prior to any flights taking place. Sadly we cannot control the weather, If for any reason the flight cannot take place prior to our arrival on the required day, CDF will endeavour to re arrange the flight as soon as reasonably possible for the client at no extra cost, except to cover required additional travel or accommodation (see travel 3.2 below).
- b. Where flights / works are cancelled on the day by the client, Payment is due in full. *See terms
- c. The pilot is in overall charge of the flight, and will only carry out a flight if safety can be assured. CDF will do everything possible to check, put in place a plan, agree safety measures to be met by the client and action other safety measures for the safe operation of the drone prior to the flight day, however in the rare occasion a flight needs to be cancelled for safety



reasons and or weather changes, CDF will endeavour to reschedule the flight at a suitable time for both the client and safety. The Pilot's decision whether or not to fly / continue to fly on the day is final.

- d. In the unlikely event that the flight needs to be cancelled for safety / legal reasons and the client cannot or will not be able to reschedule the flight (for example a shoot involving multiple organisations, functions etc), Full payment will be due. If a deposit has not been taken upfront, the same amount in fees will be invoiced to the client. *See terms

2. Footage / Copyrights: (see Standard Terms)

- a. All footage taken is the Copyright of Neil Clayton TA Commercial Drone Footage. Once full payment is received, CDF will grant the client permission to use the footage for a period of 12 months for the named businesses purposes only, the footage must not be reproduced, shared / loaned to third parties, or resold without our express permission. (see terms)
- a. - Any footage given, reproduced, shared, loaned or resold by the client to third parties to use without prior consent given by CDF will incur an additional usage fees immediately payable by the client to CDF, and may also include the Standard License being revoked.
- b. Footage captured for the client may be used by the Photographer / Copyright holder to advertise their business at any time, but will not be resold to third parties without the clients consent during the initial licensing period.
- c. Any additional Footage captured by the Photographer at their discretion not provided to the Client is solely for the use of the Photographer.
- d. CDF will discuss the requirements of the job and footage prior to any footage being taken to best fulfil the client's needs and to reduce the need for additional changes at a later stage. Under the agreement and payment terms where footage editing has been ordered, CDF will produce and supply a basic sample of the final footage, at this stage if the client requests changes to be made for the final production then payment will cover x1 large change and x4 small changes as set out in the example below.

Examples:

Large Change – Change video track positions and re produce

Small Change – Change music (if requested), resize pictures, change format.

Requests for changes will be advised of size before works are carried out.

- e. If required, additional changes over and above those listed in 2b will be priced and notified before the work is carried out.



3. Travel Charges: (travel costs will be requested upfront and are non refundable. see **Standard Terms**)

1. Travel / Fuel costs will be charged at 0.45p per mile. For example, A site 24 Miles away will be a 48mile round trip, totalling a travel fuel fee of £21.60.
2. An additional Site visit prior to the flight may be required, these miles will be added to the travel costs as in section 4.1 above.
3. Other Travel / Hotel costs: Other additional travel costs for example Flights and Hotel fees will be discussed and included in the agreed price for each job as requested. A breakdown of fees will be shown to include these costs. If for any reason the job is cancelled

by the client these and any other costs / cancellation costs will be charged to the client. Where Accommodation is required to cover prolonged stays the client agrees to cover additional fees required to make sure of room availability.

4. **Other Services:** Where other services have been requested, charges will be agreed upfront and are due within 7 days of the Invoice. All work that is carried out will be charged at the agreed rates unless otherwise agreed.

Where Confirmed Other Services are cancelled for reasons outside of the control of CDF, CDF reserves the right to charge a 100% cancellation fee plus any incurred expenses.

5. **Regular Use Discounts** – Where a discount is offered to regular use clients (2 or more site visits / jobs per month, every month) then at least the minimum of 2 fees per month will be charged every month until the service is cancelled in writing or by email. This will include months where the client does not use CDF / Photographer in that period.

6. **Payment Terms & Fees: (see also Standard Terms)** –

Where possible Fees will be agreed prior to all flights / works

All invoices are to be paid by their due date. As a small business our standard Payment Terms are 7 days from receipt of the Invoice. Persistent late payments will incur a charge.

- a. A Half day fee or Full day fee or 50% - 70% of the agreed total price if greater, is payable upfront (or immediately upon request where work must start ASAP) as a non-refundable deposit. This covers the basic "works" carried out in preparation.
- b. The remaining amount plus any additional costs must be paid on completion of the works prior to any footage licensing beginning. see section 1 for cancellations and rescheduling.



7. Acceptance of this agreement: (see Standard Terms)

This agreement along with our full terms and conditions has been sent to you as a link included in all email correspondence, it is your responsibility to read it thoroughly.

Your acceptance of the quote and authorisation for CDF to carry out ANY & ALL work on behalf of yourself / Company / on behalf of a company, will also show your acceptance of this Agreement and our Standard Terms and they will be binding. (see section 5 for payment terms)
A paper Copy can be downloaded or requested.

***(Printed Copy Only)* Signatures**

Signed:

I understand and agree to the terms as set out in this agreement / digital agreement

Full Name:
(Block Capitals Please)

Date:

Full Address:

Business Details: Authorised Personnel Name & Signature

Business Name, Address & Company Number
(if required)

Authorised Signature:

Name:(Block Capitals Please)

Signee Position: