

Terms & Conditions

The terms listed below shall be deemed as a contract between you ("**the client**") and **Jonathon Short** t/a **Aerial Image**

Insurance

Aerial Image maintains £5,000,000 of Public Liability Insurance. "**The client**" may request written proof of the policy if required.

Service & Orders

Aerial Image will carry out *Ground Based Mast Photography* using a vehicle mounted 26m / 15m portable telescopic mast system. The use of the vehicle/portable mast system will depend on the specific requirements of "**the client**" and site access, but will be agreed at the time of placing the order. An order, confirming proposed date or dates of photography, number of mast positions and any other specific requirements, will be agreed either verbally or in writing, including emails prior to services being carried out by **Aerial Image**. Details regarding site access, property position and other factors which may have a bearing on **Aerial Image** will be requested at this time. Please note, failure to provide such information, which results in an abortive trip to the site, may result in a charge being made by **Aerial Image** to cover time and associated travel costs.

Fees

The cost of services to be provided by Aerial Image will be based on specific requirements of "**the client**", e.g. locations/s, number of mast positions, images, mileage travelled, special requests etc. Please note should agreed orders subsequently change **Aerial Image** reserves the right to charge for additional services provided or time incurred.

Payment Terms

Full payment is due on presentation of **the Aerial Image** invoice, which will be delivered with the final images, unless agreed in advance. **Aerial Image** reserves the right to charge interest at the prevailing bank base rate +2% if payment is not made within 30 days of the invoice date. Cheques should be crossed and made payable to **Aerial Image** and where necessary posted to: **Aerial Image, 2 Park View Terrace, Station Rd, Okehampton, Devon. EX20 1EL.**

Manipulation of Images Some digital images may require basic alteration in relation to exposure, colouring & sharpening, prior to printing. This work can be carried out within the cost of **Aerial Image's** agreed fees. Please note that photographs which will be used to sell or market any property should not be altered in any way which may misrepresent the property concerned, for example: power lines, buildings or poles etc. being removed. If "**the client**" digitally manipulates any images, **Aerial Image** cannot be held liable for any misrepresentation that may occur if these images are subsequently used for such purposes.

Delivery of images

All photographs will be delivered in digital format, burnt to CD or DVD as soon as possible after completion of the photography session as agreed with "**the client**". Please note delivery of special requests, e.g. photo manipulation or printing will take longer and a delivery timescale will be agreed at the time of ordering.

Where possible all deadlines agreed at the time of order will be met, unless notified otherwise (**see notes below regarding weather conditions**). Aerial Image shall not be liable to the customer for any failure, in whole or in part, to fulfil its obligations under the agreement where failure arises as a result of an event or circumstances beyond its control, which may include (but are not limited to) equipment failure, unsuitable weather conditions, illness or injury.

Permissions

In the majority of instances where photographs are taken from public places or highways, permission is not required. In certain circumstances however where access is required to private land to obtain photographs, where parking restrictions are in place, or where a site is close to a sensitive area (Military installation, police station, airport, government buildings) permission will be required.

"**The client**" will be responsible for obtaining the appropriate permission to enable photography to take place. Failure to obtain such permission may result in photography not being possible and the agreed fee will be incurred. However, Aerial Image will seek verbal permissions wherever possible at the time of the visit.

Locations

Our vehicle based equipment requires little more parking area than a large family car and we are able to operate in the majority of locations, although "*The client*" must take regard of the remarks regarding sensitive areas in *Permissions*. We are unable to operate our masts in close vicinity to overhead power lines.

Weather Conditions

In order to operate safely and within the limits of the equipment, (***Aerial Image's judgement***), from time to time weather conditions like high winds, lightning & heavy rain may preclude *our service* from taking place. In such circumstances ***Aerial Image*** will contact "*the client*" and arrange to take the photographs as soon as possible after the originally agreed time.

Aerial Image cannot be held responsible for any missed deadlines in respect of "the client" not having received their order by the agreed deadline due to the prevailing weather conditions. Should work be interrupted by a change in weather conditions, Aerial Image will arrange for a further site visit to carry out the completion of the work. Should a significant travel distance be involved a charge to cover expenses may need to be made.

If the booking is timed for a specific event or time and the weather prevents photography after ***Aerial Image*** have arrived at the location, 50% of the agreed fee will be payable.

Please note if "*the client*" has specific requirements regarding conditions for their images, for example sunshine or shadow etc., these must be agreed at the time of order. ***Aerial Image*** will make every effort to comply with these wishes however it may not always be possible to achieve the requested images within a limited timescale.

Copyright Information

In all cases, unless specifically negotiated otherwise, copyright of images taken as part of a **commission** will remain with ***Aerial Image***.

In all cases, images may not be sold or passed to a third party (even without charge) without the express written permission being granted by *Aerial Image*. If such a request is made, *Aerial Image* reserves the right to charge a fee for use of the images by the third party. The level of this fee will be based on the proposed usage of the image.

Use of Images

Aerial Image will not accept any liability whatsoever should commissioned images be used in a defamatory manner by the Commissioner. ***Aerial Image*** also reserves the right to object to it's images being used in a manner which distorts or is in any way damaging to the reputation of Aerial Image. This objection may take the form of withdrawal of any rights to use the images without any refund.

Unless specifically stated otherwise by "*the client*" in writing, ***Aerial Image*** reserves the right to use the commissioned images in promotional material relating to their business.

Change of Terms and Conditions

Aerial Image reserves the right to change these Terms and Conditions without prior notice.

Trading Name

Aerial Image is a trading name of Jonathon Short, VAT Reg No. 980 4331 23