

TERMS & CONDITIONS

These Terms and Conditions apply to every order for Drone Services placed with Design Film Digital Solutions Ltd. (Solutions). We are also known in the industry as Drone Solutions and simply Solutions. We're passionate about our customers and making sure that you're happy. The following sets out the terms and conditions that apply to your order in what we hope is a straightforward and customer friendly way.

1. Ordering drone services from Solutions

Orders are placed for our drone services by completing our Booking Form, which we will send to you.

2. Our contract with you

When you decide to order drone services from us, you are making a request. We'll acknowledge this by sending you a confirmation that we've received your order. However, it's important to note that this doesn't mean your order is final yet. Our agreement with you will be fully confirmed only after we've successfully delivered the services. We aim to fulfil every order we receive, but there are times when we might have to say no. This could be because of a mistake on our end, like getting the pricing wrong, or maybe because of bigger things that are out of our control. If we find ourselves unable to proceed with your order, we will make sure to return any payments you've made to us. We also hold the right to not go through with an order for any reason. If this happens, we won't owe anything to you or anyone else affected by this decision. Plus, sometimes we might need to update the terms and conditions we operate under. If we do make changes, they won't mess with any orders you've already placed and paid for. These updates would only apply moving forward.

3. Quotations, descriptions, pricing and availability

For all drone projects, we will provide a comprehensive written quote to ensure clear expectations are set and to minimize the possibility of misunderstandings. This quote will detail the scope of work, including all preparatory activities, required permissions, travel expenses, post-production tasks, and the method of digital content delivery. Note that any additional costs related to third-party licenses or specific flight permissions are typically not covered in our initial quotation and will be assessed separately.

Solutions prioritises safety and legal compliance above all. Should any aspect of your request pose a potential risk or conflict with legal regulations, we reserve the right to make necessary adjustments. The safety of people, equipment, and property, as well as adherence to laws, will not be compromised.

Our goal is to maintain stable pricing and services included in your quote. However, should external factors demand a change—such as shifts in regulatory conditions, cost fluctuations, or unique operational challenges—we will inform you promptly and provide a rationale for any required adjustments. You have the right to accept or reject any changes to the terms. If declined, we will strive to deliver the services as originally quoted, as long as it remains practical and safe to do so.

We aim to ensure the availability of our drone services; however, unpredictable factors like weather, equipment issues, or regulatory changes may affect our ability to deliver. Should your ordered services face any unexpected delays, we will notify you immediately and work hard to find a suitable rescheduling option.

The quotations issued by us are valid for 30 days. Beyond this period, quotes may be subject to revisions in line with market trends and operational needs. We are committed to transparent communication regarding service delivery. You will be informed of any potential delays or necessary alterations to the agreed services. Our liability does not extend to costs or damages incurred as a result of service changes when such changes are communicated in an honest and timely manner.

Should a site visit by our team be necessary, we will agree on any associated costs beforehand. It is your responsibility to ensure that all required permissions for site access have been secured.

4. Payment terms

For all drone services supplied by us, payment must be made upfront and in full before the delivery of our services. This ensures that we can allocate resources and schedule our services effectively. While we typically operate on a pre-payment model, we may, at our discretion, offer credit facilities to certain clients. However, such facilities are not guaranteed and are provided on a case-by-case basis. If you are extended a credit facility, it is imperative that all payments are made within 15 days from the date of the invoice. Please note that we retain the right to revoke any credit facility without prior notice.

You agree not to withhold payment for any reason, including but not limited to set-offs, liens, counter-claims, cross demands, or any other claims that may affect the payment process. Failure to make timely payments may compel us to suspend our services and could lead to additional charges. We may apply an interest charge on overdue invoices at a rate of the Base Rate plus 8% per month, which accrues from the original due date until full payment is received. Delays in payment can lead to penalties, a pause in service provision, and potentially legal measures to recover any outstanding amounts. We take our financial agreements seriously and expect the same from you to maintain a healthy professional relationship.

5. Compliance and safety

We conduct all drone operations in strict accordance with the Civil Aviation Authority (CAA) and relevant local laws. These regulations are essential to ensure the safety and legality of your flights. They may dictate specific aspects of our operations, such as flight locations, timings, and methods. Our commitment to these regulations is integral to our service provision.

Securing the necessary flight permissions is a critical step in our service delivery. Some areas are designated as no-fly zones or may require additional authorizations that are beyond our control. We will always obtain any permits that CAA guidelines and local regulations require. Obtaining the necessary flight permissions can occasionally be a time-consuming process, potentially taking up to 28 days. Your patience is greatly appreciated during this period. Should there be any fees associated with securing these permits, we will inform you promptly, and such costs will be additional to our quoted service fees. While we try to fulfil your requested services, adherence to regulations may

sometimes limit our operational capacity. In instances where permissions cannot be obtained or regulations restrict drone operations, we will work with you to find suitable alternative solutions.

For the safe operation of our drones, a spotter is required to assist the pilot by monitoring the drone and alerting them to potential hazards. While no special skills are needed, the spotter must be vigilant and communicative. If you are unable to provide a spotter, we can supply one for an additional fee, with the cost agreed in writing before the flight.

Our operations are subject to weather conditions. Adverse weather, such as strong winds or rain, may necessitate rescheduling. We aim to make flight decisions as late as feasible to increase the likelihood of favourable conditions. If weather conditions are not conducive to safe flying, we will reschedule the session at no additional cost to you.

By engaging our drone services, you and your team agree to comply with our Drone Safety Rules. These guidelines are designed to safeguard all involved parties and ensure our operations go smoothly. The protocols are accessible on our website and detail the safety measures, emergency procedures, and compliance requirements during drone flights.

6. Drone service quality

We pride ourselves on delivering excellent drone services, including filming, surveying, and inspections. We understand that each environment presents its own set of challenges, and we will adapt our operations accordingly. While we aim for comprehensive coverage, there might be areas where achieving complete coverage is not feasible due to environmental factors.

Our drones are at the forefront of technology, and we will always use the best drone we have for the job. However, even the most advanced technology has its limits. These could affect image clarity, flight stability, and geolocation precision. While our goal is to produce vibrant and lifelike footage, we acknowledge the technological limitations that sometimes prevent perfect colour accuracy. We will work to create the most pleasing outcome within these bounds. Our drone technology is designed to stabilize footage as much as possible. However, certain weather conditions, like strong winds, can affect the smoothness of the final video. We will do our best to minimize any impact on the stability of the footage. The final product will be the best achievable result given the conditions. In addition, our drones need to land for battery changes after about 20 minutes. Should any service objectives be affected by technical or environmental considerations, we are committed to providing alternative solutions that align with the original intent of the service. These alternatives are considered to fulfil our service commitment to you.

We use state-of-the-art software to process the data our drones collect. While this technology is advanced, it is not perfect. The volume of data, environmental factors, and specific site characteristics can influence the final output. We strive for accuracy in our data processing, but we cannot promise that it will be completely error-free. We always explain to you the data and any limitations it may have.

We take responsibility for our professional performance, but we cannot be held liable for any unforeseen consequences arising from software glitches, as long as we conduct our operations with care and proficiency. Should there be any concerns regarding our service delivery, we promise to

communicate with you openly to address and resolve any issues. Our liability for service delays or modifications is limited to circumstances within our reasonable control.

7. Editing services

We offer editing services on a time and materials basis. You can buy editing hours in advance, using it whenever you need. This way, you have the flexibility to get our help exactly when your project calls for it. We'll give you an estimate of how much editing time your project might need, based on what we know from past experience. Remember, complex projects or changes you ask for might mean we need more time to get everything just right and we may ask you to buy more editing time. You can use any time you've bought for this project or save it for later ones. We aim to finish editing within 2-4 weeks after you tell us to go ahead. To keep things moving, we need your feedback along the way. If we don't hear back from you after 2 weeks, we'll assume you're okay with how things are and keep going. If we finish editing and don't get a final okay from you after 2 weeks, we'll consider the project done. Once you've checked and approved the work, we can't be responsible for any mistakes found later. We suggest you take a close look and make sure everything is as you want it before giving us final sign-off.

8. Creative control

We don't just fly drones; we make great content. This means we have full creative and editing control over both the filming and the post-production processes. Our team makes all the essential artistic decisions that affect the look and feel of the footage, including colour balance, camera settings, and the choice of where and how we film. This includes post-production and editing, where we apply our judgement to ensure the final product meets both your needs and our standards of excellence.

We value your vision and input. Throughout the creative process, we are open to hearing your requests and incorporating your feedback. While we aim to meet your requirements, please be aware that there may be instances where it's not possible to implement every request. Factors such as budget and technical limitations may influence the extent to which we can accommodate specific wishes.

9. Content delivery and format

Once we have completed the project, here's how you can expect to receive your content:

- **Photographic Content:** We deliver high-resolution photos in either JPEG or RAW formats. These are perfect for any use, whether it's online or in print.
- **Video Content:** Expect 4K videos from us provided in either MP4 or MOV formats.
- **Surveys:** Before we start, we'll agree what output you need from your survey. Then, we'll deliver the data in the format that best suits the specific type of survey you've requested, so you get the most out of the data we gather.

We will ensure that receiving your content is convenient and secure. We offer several methods for content transfer:

- **Download:** We'll send you a secure link so you can download your content straight from our cloud storage. This method is fast and direct, ensuring you get your content as soon as it's ready.
- **Physical Media Delivery:** If you prefer having a physical copy of your content, we can transfer it onto a USB flash drive or an external hard drive. This option is available for an additional fee and will be mailed directly to your chosen address.
- **Online File Transfer Services:** We also use trusted online file transfer services like WeTransfer or Dropbox.

It's important that you provide us with precise information on where and how you'd like to receive your content. Make sure you have the right tech setup to open and use the content in the formats we provide. While we're here to help with basic guidance on accessing and downloading your content, please note that in-depth tech support goes beyond our delivery scope. Once we've sent your content, please let us know you've received it within five business days. If we don't hear back from you or if there are no reported issues within this period, we'll consider the delivery complete and successful.

10. Data storage

After the completion of your drone project, we will retain your project data on our secure servers for a period of 30 days. We commit to weekly backups during this time to maximize the protection of your critical data. Despite these measures, it's important to understand that we cannot be held liable for any data loss or its potential impact due to backup failures. While we strive for data integrity, absolute data recovery is not guaranteed. For added security, we recommend maintaining your own backups of your data.

After the initial 30-day period, we offer several data storage options:

- **Deletion:** At no additional cost, you have the option to permanently delete your data from our servers. Please consider the significance and value of your content before opting for deletion.
- **Electronic Transfer:** For a one-time fee of £150, we can electronically transfer your data to you via a service such as WeTransfer. Due to the potentially large volume of data, please be prepared for this process to take some time.
- **Hard Drive Delivery:** Alternatively, we can copy your data onto a hard drive and mail it to you. This service is provided for a total cost of £250, covering both the hard drive and shipping expenses.
- **Extended Storage:** If you wish to continue having your data stored securely on our servers beyond the 30-day period, we offer an extended storage service with a monthly fee of £60. This ensures continued access to your data whenever you need it.

11. Intellectual property and usage rights

All content created by us are owned by us. When you've paid for our services in full, we give you a non-exclusive, ongoing permission to use the final video. This permission mainly covers the uses we talked about in our initial quote, like general marketing efforts. We remain the owner of all the original footage and design files.

If someone else wants to use the videos we made for you, they need to get our okay first, and there might be a fee for that. There are two exceptions:

- If the third party is making marketing material for you.
- If it's for a news piece about you, as long as they credit us and link back to our website.

After completing drone surveys or inspections for your project, here's how the data ownership and usage rights are structured:

- **Raw Data:** Ownership of unedited images and videos remains with us.
- **Processed Data:** We also retain ownership of any data that has been analysed or enhanced.
- **Client Usage:** You are authorized to use the survey data for the purposes initially agreed upon, such as land assessment or project planning.
- **Sharing Restrictions:** The data may not be shared with others without our express written consent.
- **Intellectual Property Rights:** All rights to the media data are held by us, prohibiting unauthorized alterations or derivative works without our permission.

12. Copyright buyout

You have the option to purchase the full copyright of the data captured by Drone Solutions. For a one-time fee of £750, we will transfer all copyright ownership of the specified data to you. This will include all photographic and video materials created during the project. Once the buyout fee is paid in full, you will hold all rights to the data, and we will no longer retain any ownership or control over the content.

13. Privacy and filming clause

We specialize in drone photography and videography. We always try our best not to capture anyone's personal details or faces. However, sometimes, people might accidentally get into a shot. If this happens, we can't be held responsible for any accidental filming or the effects it might have. Our privacy policy is on our website which explains how we handle these situations and make sure we're respecting everyone's privacy.

14. Cancellation policy and fees

If we can't fly due to bad weather or a drone malfunction, and we can't find another day to fly, we'll give you back any money you paid for the flight itself. However, money spent on things we did

before the flight day, like checking out the location or permits, won't be refunded. If something pops up on the day we're supposed to fly, or if there's a problem we didn't know about beforehand, then the full price of the service will still need to be paid.

If you need to cancel your booking with us and it's within five working days before the scheduled flight, you'll have to pay the full fee as a cancellation charge. Also, if we've already spent money on your project before you cancel, you'll need to cover those costs too.

If you want to change the flight day or flight time. If you do this within 5 days of the scheduled flight, there's a £200 admin fee. This fee is only if we can rebook within the next 2 weeks. If we can't, our normal cancellation fee applies.

If something totally out of your control (like a natural disaster) forces you to cancel, we might not charge the cancellation fee. Remember, if bad weather or a technical issue on our end stops us from flying and we can't reschedule, you'll get a full refund for the flight. But, costs for any work we did before the flight day, like site visits, still need to be paid.

A full working day for us is 8 hours, but we don't count weekends or public holidays as working days.

15. Limitations on liability

If we can't complete our work because of reasons on your end (like not having access to the site or unexpected activities at the site), you'll still need to cover the full cost of the service. We aim to finish all projects as scheduled. Still, sometimes the weather or other things we can't control might get in the way. If that happens, we can't promise to meet the original deadline. We also can't be responsible for any missed opportunities or costs you might face because of these delays. We won't be held accountable for problems that arise from incomplete or unclear instructions from you, or delays caused by external authorities like Air Traffic Control, the Civil Aviation Authority (CAA), the Police, or similar organizations. We won't be liable for any loss of profit or any other additional damages you might claim, even if you've told us about the potential for such losses. The most we would have to pay you in damages, for any reason, won't go beyond what you've paid us for the service. If we can't fulfil our part of the contract because of 'force majeure' events — things beyond anyone's control, like natural disasters, wars, strikes, or government restrictions — we won't be liable for the delay or failure to deliver.

16. Confidentiality

Throughout our contract and beyond, we are dedicated to safeguarding your confidential information. We promise to handle your confidential data with the same level of care that we apply to our own, ensuring it remains protected from unauthorized access or release. Confidential information includes any data explicitly labelled as confidential or shared in confidence verbally and then summarized and classified as confidential in writing within 15 days.

However, it does not cover information that:

- Was already known to us prior to your disclosure.
- Has entered the public domain through no fault of ours.
- Is received from third parties free from confidentiality obligations.

When our contract ends, we both agree to either return or delete of all confidential information that you have shared with us when we were working together. This means we will continue to protect your data after the contract ends.

17. Offers of employment

Solutions is its own company, meaning we work with you on a project basis but we're not your employees. Our team members are part of our company, not yours. You can't offer a job to any of our team members or help them get a job with someone else because of the work they've done for you, unless you have our permission in writing first. This rule stays in place while we're working together and for 12 months after our work ends. If you hire one of our people without asking us first, you'll need to pay us £15,000. This rule is also for anyone who's working for us on your project. Trying to hire our team without our permission is against our agreement. If it happens, you'll be charged the fee we mentioned, and it might affect our working relationship.

18. Taxes & billing and payment process

Please note that our fees don't cover Value Added Tax (VAT) or any other applicable taxes. Should there be a requirement for us to cover VAT or other taxes related to the services we provide under this agreement, these costs will be passed on to you in your invoice. We won't be responsible for any interest or penalties that might come up if there's a delay or failure in paying these taxes on your part.

19. Legal costs

If we need to take legal steps to make sure this contract is followed, we can ask to be paid back for any reasonable costs we have for things like lawyers' fees. But we won't pay for any legal costs you have.

20. Complete contract

This contract, with all its parts, like exhibits and appendices, is the complete agreement between us. It replaces any previous agreements. If there's any disagreement between this main document and the extras, this main document is what counts.

21. Changing the contract

If we want to change this agreement, those changes have to be written down and signed by both of us to count.

22. Notices

Any official messages about this contract will be in writing. We'll say it's been delivered if it's:

- Given to you in person.
- Sent by certified mail and three days have passed.

- Emailed to your last known email address, as long as a copy is also mailed or you confirm you got it.

If you need to update your contact details for the contract, just let us know the new details in the way we've said here.

23. No agency

Just to be clear, this contract doesn't make us business partners, joint venturers, or anything like that.

24. Assignment

Either of us can pass this contract on to someone else. But if they don't pay up, you're still responsible for making sure the payment happens.

25. Governing law

This contract is completely under English law. If there's a disagreement that ends up in court, it'll be dealt with by the English courts.