Greenwood Drones – Terms & Conditions

Definitions

- **"Company"** refers to Greenwood Drones.
- **"Client"** refers to the person, company, or entity receiving aerial, ground-based, mapping, inspection, or associated services from the Company.
- **"Services"** refer to the professional services provided by the Company, including but not limited to aerial photography and videography, FPV drone services, aerial inspections and surveys, 3D mapping/topographical surveys, and ground-based filming and photography.
- **"Agreement"** refers to the contract formed between the Company and the Client when the Client accepts a proposal or quotation provided by the Company, instructs a new or additional service (whether in writing or verbally), or otherwise enters into a working arrangement.

These Terms & Conditions set forth the Agreement between the Client ("you" or "the Client") and the Company ("we," "our," or "the Company") for the provision of drone-based and related services. By accepting the Company's proposal or quotation, you acknowledge that you have read, understood, and agree to these Terms & Conditions.

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1. Scope of Services

- The Company agrees to deliver the Services as specified in the accepted proposal or quotation.
- The Company is responsible for carrying out all **pre-flight checks**, **Risk Assessments and Method Statements (RAMS)**, and obtaining any necessary **permissions or permits relating to airspace and legal drone flight** in compliance with Civil Aviation Authority (CAA) requirements.
- The Client is responsible for granting safe and timely **site access**, notifying any **third parties** (e.g. property owners, tenants, contractors) that may be affected, and providing any relevant **site information or safety protocols** that the Company must observe.
- Any changes to the project scope (such as additional sites, deliverables, or changes in timeline) must be confirmed in writing and may incur additional costs or time.

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2. Data Usage, Privacy & Deliverables

- The Client acknowledges that any data collected (imagery, video, mapping outputs, 3D models) may be subject to applicable data protection laws.
- The Company will handle all collected data in compliance with the UK GDPR and other applicable privacy regulations.
- Unless otherwise agreed in writing, the Company reserves the right to use project imagery, footage, or data for its own **marketing, portfolio, and promotional purposes**, provided such use does not breach any confidentiality or privacy obligations.
- Deliverables will be provided in accordance with the format, scope, and specifications agreed in the quotation or proposal. Factors such as weather, access, or airspace restrictions may affect the timing or content of deliverables.

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3. Payment Terms

- Payment is due upon receipt of the invoice, unless otherwise agreed in writing.
- Full payment must be received before the release or transfer of final edited media, photographs, videos, reports, or other final deliverables, unless otherwise agreed in writing.
- Any unedited media, previews, or drafts supplied to the Client for review do not constitute delivery of the final deliverables and do not waive the requirement for payment before their release.
- Late payments may incur interest and compensation in accordance with applicable law.
- The Company reserves the right to adjust fees or timelines if the Client's instructions change or if inaccurate or incomplete information affects delivery.

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4. Cancellation, Rescheduling & Termination

- **Cancellation by Client:** You may cancel or reschedule Services by giving at least **7 days' notice** prior to the scheduled start.
- Cancellations made with **less than 72 hours' notice** will incur a **£360/day cancellation fee** for every day of filming affected
- **Termination:** Either party may terminate the Agreement in writing if the other commits a material breach and fails to remedy it within a reasonable time.
- Upon termination, the Client will pay for all Services performed and costs incurred up to the date of termination.

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5. Safety, Compliance & Operations

- The Company will ensure all operations comply with applicable **CAA regulations**, **airspace authorisations**, and **safety standards**.
- The Company will:
    - Conduct all required **pre-flight safety checks**,
    - Prepare and provide **Risk Assessments and Method Statements (RAMS)** relevant to the project, and
    - Obtain and manage all **necessary airspace permissions and operational approvals** for legal drone flight.
- The Client remains responsible for ensuring:
    - Adequate and safe **site access** for the Company's personnel and equipment,
    - Compliance with any **site-specific safety requirements** (e.g. PPE, inductions, escorts), and
    - That any required **property or third-party permissions** for the drone's presence on site are granted.
- The Company reserves the right to **delay, suspend, or cancel** any operation if conditions (including weather, airspace restrictions, or site safety) are deemed unsafe or non-compliant.
- If operations **are delayed or cancelled due to adverse weather conditions or other safety concerns determined by the Company, no cancellation or rescheduling cost will be charged to the Client.**
- The operator's safety assessment is final, and operations will resume once conditions are acceptable to both parties.

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6. Liability & Insurance

- The Company maintains full **public liability insurance** for its drone operations (minimum £10 million cover).
- The Company's total liability under or in connection with the Agreement shall not exceed the total fee paid by the Client.
- The Company shall not be liable for any indirect, consequential, or financial loss (including loss of profit or data).
- The Company shall not be liable for damage, injury, or loss arising from its Services except in cases of **gross negligence or wilful misconduct**.
- The Client is advised to maintain appropriate **insurance** for property, personnel, and third-party liabilities relating to the Services.

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7. Use of Media / Intellectual Property

- Unless otherwise agreed in writing:
  - The Client is granted a **non-exclusive licence** to use the final deliverables for their intended purpose.
  - The Company retains ownership of all **raw data and media** (photos, videos, 3D models, mapping data).
  - The Company may use project imagery for **marketing, portfolio, or training purposes**, unless restricted by written confidentiality agreements.
  - The Client may use the delivered media freely for marketing, social media, and commercial use, subject to applicable privacy laws.
- Where reasonably possible, the Client should credit:
  "Aerial media by Greenwood Drones."

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8. Governing Law & Entire Agreement

- This Agreement shall be governed by and interpreted under the **laws of England & Wales** (or Scots law, where applicable).
- This document and the accepted quotation/proposal constitute the **entire agreement** between the parties and supersede any prior understanding or correspondence.
- Any amendments must be made **in writing** and signed by both parties.
- By accepting the proposal or quotation, the Client confirms understanding and agreement to these Terms & Conditions.