

# Terms and conditions of AIM Imagery™

20th February 2023 ©

## 1. OVERVIEW

This document describes AIM Imagery service provision terms and conditions to our customers. All our drone services are covered by these terms and are subject to legally binding obligations when agreed by both parties concerned.

## 2. Definition

1. In context of terms and conditions, the following words shall mean referring to AIM imagery "WE, OUR, US, COMPANY"
2. In the context of terms and conditions, the following words shall mean referring to our client "CLIENT, CUSTOMER, YOU or variation of these words.

## 3. Service request policy

1. AIM Imagery reserves the right at any time to accept or refuse service and sales for any reason. We reserve the right to require additional verifications or information from our clients before accepting any work or providing services. You agree that the receipt by AIM Imagery of an electronic or printed copy of a client's instruction does not indicate we accepted the service request, nor does it constitute confirmation of our offer of service.

## 4. Quotes and service charge

1. Any quotes written or unwritten given by us are valid for 7 days from the date it was issued. After which we reserve the right to alter any quotes.
2. Well defined written briefs are required to ensure work objectives. All instructions must be defined for both the client and us to avoid errors. The brief and instructions may need to

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include, but is 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.

3. All quotes from AIM imagery is inclusive of any preparatory work, tax, any permission if required (eg, CAA authorisation, risk assessment, method statement, air traffic control permission, permission from local authorities such as police forces, land owners permission if needed). Our quote will be also inclusive of travel and accommodation, post production work (where applicable), data delivery unless otherwise stated on quotes.
4. The fee quoted will reflect the proposed uses of our services, as stated by the client, for which Full Personal Reproduction Rights will be granted. A series of assignments is treated as a set of individual contracts. Additional Reproduction Rights may be negotiated at a future date

## 5. Payment Terms

1. Terms of payment are within AIM Imagery's sole discretion, and, unless otherwise agreed to in writing by us, full payment is due in full before the first day of drone operation. In the case of work being required by the client to be done in phases, we reserve the Right to partially invoice at stages and request an initial deposit ("Deposit") prior to the commencement of any work due to be undertaken. AiM Imagery reserves the right to add statutory Late Payment fee £50 to overdue accounts to cover our admin cost recovering late payments.
2. The client shall pay AIM Imagery the fees and other amounts as outlined and agreed in the quotation. Any additional work requested that has not been previously agreed upon or that has not been included in the initial quotation, will incur additional charges. Which will be agreed by both parties.
3. AIM Imagery reserves the right to amend any quotation prior to both parties being in agreement or based on any new information which comes to light from either a site survey or prevailing weather conditions or consent of any location owners, or requirements for additional equipment and/or time and/or operatives to ensure the safe and professional operation of the services.
4. Upon AIM Imagery being satisfied that the services have been completed in full or in stages (or in advance of this at our option), We will issue an invoice, or invoices, to the client for the fees and charges then due. The client will make payment for all sums due under an invoice in full, and in cleared funds, in the method set out on the invoice, within 15 days from the date the relevant invoice is raised (unless AIM Imagery and client agree in writing on an alternative time frame)

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5. Unless previously agreed, any amount due to AIM Imagery that is outstanding after the due date for payment will attract a £50 per month late payment fee until the full amount has been paid. This is done to cover our additional administration cost.
  6. AIM Imagery may deduct the amount of deposit (if any has been paid to us) specified in the service agreement from the final invoice(s) to the extent that such deposit remains unused.
  7. If at any time the client no longer wishes to receive the services (or any part of the services) AIM Imagery reserves the right to charge a cancellation fee not exceeding the total amount that would have been paid to AIM Imagery under the service agreement had the services been completed.

## **6. Site survey**

1. If additional site visits are required prior to operation commence additional charges may incur. Which shall be agreed by both parties.
2. We rely on data received from clients and third party websites to plan our flight operation. On the day of drone flight if our pilots deemed due to inaccurate information flight can not be conducted safely or in accordance with CCA Authorisation, we have the right to decline service or where possible offer the best alternative solution to achieve flight objectives to meet our clients demand.

## **7. Cancellation and alteration**

1. Clients must give a 7 days written notice period if they don't want to use our service. Failing to do so may result in a full chargeable amount which was quoted to be invoiced.
2. Due to the nature of the outdoor work environment we can not guarantee the planned work will be carried out on the day it was planned. If due to adverse weather, natural events or any unenforceable circumstance we can not carry out the task on the planned day, we will offer an alternative day to carry out the task where possible. If the cancellation occurs due to weather conditions or any other reason that is outside our control such as equipment failure, illness, site activity etc we can not be held liable.
3. If we can not carry out drone operation due to reason that becomes apparent on site or for any reason that AIM imagery was not advised, we will offer the best alternative to meet client objectives where possible. If we can not offer an alternative operation solution partial payment may be invoiceable.

## **8. Flight permission**

1. By providing us with written instruction to use our drone services you are giving us full permission to carry out drone flight on your site or sites and allowing us access.

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2. In addition, using our drone services may require CAA authorisation, local air traffic control permission, local police permission, landowner permission. We will aim to acquire this on your behalf. Normally these are issued within a few days, However some may take up to 28 days depending on circumstances out of our control.

## 9. Copyright and licensing

1. AIM Imagery retains the full ownership of any imagery we collect and we may use this for our own internal use (eg: marketing, social media, website, portfolio).
2. Our client will automatically be licensed to use the data for a period of 12 months subject to invoice or invoices have been cleared. After which additional licensing must be requested from us.
3. Our client will have limited copyright usage of the imagery we collect, for the intended purpose of use only mentioned during the quotation process . Any use outside the scope of original purpose of our drone service (eg: print or social media marketing, any other marketing purpose, 3rd party usage such as news advertisement, onward sale, 3rd party reproduction or resell to other firms and organization) is prohibited unless it is agreed by us.
4. If a client or their employee wants to use imagery produced by us in any form of personal social media. AIM Imagery <sup>™</sup> must be clearly displayed on the post.

## 10. Liability

1. By accepting our service you agree we can not be held liable for any canceled operation/ rescheduling due to adverse weather conditions, unforeseen hazard or any reason if it is unsafe to carry out the task (see section 7 paragraph 2).
2. If the work could not be completed due to client reasons (e.g, but not limited to, lack of access or unscheduled site activity etc), the client may be charged to recover costs and time.
3. By choosing to use our services you agree to our maximum insurance liability cover and waiver your right to claim against our insurance policy that exceeds our liability cover.

## 11. Cookies and privacy policy

1. Our website uses cookies and trackers for performance analysis and generating log data.
2. Our privacy policy and how we handle your data can be found on our website <http://www.aimimagery.com/privacy-policy>

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3. We use 3rd party services to conduct our operation, process data, data delivery and to contact our clients (eg; google drive, gmail, dropbox etc) who may be using 3rd party cookies or tracker. Please check with the individual service provider for information on their privacy policy.