



# IMAGE SURVEYS STANDARD CONTRACT

Standard Terms and Conditions which apply to all contracts (whether oral or in writing or electronic communication) for the provision of services by Image Surveys Limited of Office3, 9B Houghton St, Southport, Merseyside, PR9 0TE. The company is registered in England & Wales with the number 15344902.

All contracts for work done are between yourselves and Image Surveys Limited. No one is appointed to act as agent for Image surveys Limited other than staff of Image surveys acting in their normal course of employment.

## SCOPE OF CONTRACTED WORK

All agreed work and instructions shall be set out in our flight information pack completed prior to the work being done including any variation to any standard terms of contract. A copy is available on request. The document forms part of our legal requirements to comply with CAA legislation.

## LICENCE TO USE

A Licence to Use will be granted to the client and comes into effect from the date of full payment of the relevant invoice. Such licence permits the client unrestricted rights to use the images for their own use providing that shall not breach any of the limited restrictions below.

- not use any of the Content as part of a trademark, design-mark, tradename, business name, service mark, or logo other than for the client's business for whom the work was prepared.
- not incorporate the Content in any product that results in a re-distribution or sale or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file other than in course of the client's business.
- not use the Content in a fashion that is in law considered obscene, immoral, infringing, defamatory or libellous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute.
- not remove any notice of copyright, trademark, or other proprietary right from any place where it is on or embedded in the Content unless such mark is within the ownership or control of the client.
- not copy or duplicate, sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the usage rights granted under this Agreement.



- not use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement unless in the general course of the client's business.
- not use any Content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising, or merchandising use.

No use may be made of the Photographs before payment in full of the relevant invoice without permission of Image Surveys Limited. Such permission is however implied from delivery up to the date of the due payment on the invoice for that work.

If payment is not made by the due date any permission, express or implied to use the images will be suspended and no new licence will be granted until such time as payment is made in full including any late charge penalty or other contractual payment.

The client agrees that should they use the images beyond the payment date then they immediately become liable to pay to Image Surveys Limited a penalty charge of up to 3 times the full value of the full contract invoice. This penalty shall accrue at £50 per day from the date payment was due up to the maximum value of 3 x the full invoice (Ex VAT) and that Image Surveys shall be entitled to an order restraining further use along with a right to seek destruction of all materials (including electronic publications) where the image or images have been used once the "licence to use" has expired for late payment.

## DIGITAL DOWNLOADS

Most of our work is supplied digitally using Dropbox or We Transfer.

Image Surveys shall grant to you a perpetual, non-exclusive, non-transferable, worldwide permission to use the content for only the uses allowed (as defined below). Unless the use is expressed below then the right to use is not granted impliedly and must be authorised in writing by Image Surveys before the content is so used.

(b) All rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Image Surveys Limited and Mark Carr (the image creator) joint and severally.

Every effort will be made to deliver digital surveys and image results on time, but any delivery day specified is a 'best endeavour' and no liability is accepted for any loss arising from delay or error in the delivery of the goods. Time shall not be of the essence.

## PRINT WORK

On occasions where printed materials are required to be delivered by Image Surveys Limited we will endeavour that the goods will, at the time of delivery, correspond to the description given by us in all material aspects in respect of the quality of the images and other materials supplied,

Whilst Image Surveys take every effort to match our colour reproductions to the original work we cannot guarantee (due to the nature of digital screen colour reproduction and the



printing process) that the final artwork will be an exact colour match. Any apparent defect should be notified to us within 24 hours of receipt if possible and at the very most within 5 working days of delivery.

Every effort will be made to deliver on time, but any delivery day specified is a 'best endeavour' and no liability is accepted for any loss arising from delay or error in the delivery of the goods. Time shall not be of the essence.

Whilst we use only professional labs to print your orders the nature of digital screens and reproduction means that there can be slight colour and tonal differences on your physical print. We cannot guarantee a 100% colour match to the image you viewed online but will endeavour to get a professionally acceptable quality that matches as near as possible the screen image.

## QUOTES AND ESTIMATES

We are happy to provide you with a fixed quotation once we have sufficient information from you and we can accurately predict the costs involved. We can also supply an indicative price (usually a day rate) as an estimate which is always the case involving video production and /or third-party content.

Quotes will be honoured providing there is not a change in the brief from the original information and will include all standard editing and where possible a detail of anticipated expenses.

Once a quote is accepted the client agrees to our terms and conditions in full. Any variation of terms must be in writing before the quote is accepted.

Please note where work requires third party content such as music tracks or stock images all quotes will be exclusive of such expenses. So separate estimates can be provided when required. Most third-party content requires payment in advance and its cost shall be met by the client when required.

Due to time involved in Video post-production this cost will be only provided as an estimate as a firm quote is not possible until after the shoot.

## DRONE WORK SPECIAL CONDITIONS

All survey work must be paid in full prior to the work being undertaken unless agreed in writing prior to booking. In any event any permission or licence fees required shall be paid up front and where a flight does not go ahead after it has been booked with Image Surveys all preflight work undertaken shall be chargeable.

Due to legal restrictions placed on us by the CAA the pilot appointed by Image Surveys to carry out the work will have absolute authority in respect on any decision to fly and where the decision is taken to abandon or restrict the flight the decision of the pilot will be final.



Clients must obey any safety instructions given and make reasonable steps to ensure the safety of the site. Where flights are abandoned on the day and cannot take place a recharge may be made for a return visit if this is necessary due to circumstances beyond Image Surveys' control.

In certain areas there are restrictions on the flight allowed and even prohibitions.

Image Surveys will make reasonable checks at the time of any booking and advise of any known issues that may require changes to the planned flight or flights but is still subject to the provisions of the CAA rules that can impose temporary no fly zones. Should it be a situation whereby operation of law the flight cannot take place in a reasonable period the contract shall be cancelled, and Image Surveys shall only be entitled to payment and expenses up to the date of cancelation.

## OFFERS

Where Image Surveys run special offers our terms for payment are that we issue an invoice as soon as the booking is confirmed, and payment is expected before work is carried out. Your statutory rights are unaltered.

## COPYRIGHT PROTECTION

Where work is issued prior to payment in full we reserve the right to add a watermark or any other restriction on access to the product indicating the work to be a draft. This will be removed once work has been paid for fully.

## BOOKING CONFIRMATION

Confirmation of booking, either verbal or written, confirms the client's acceptance of these terms and conditions.

Once the Client has made a booking for a specific time and date, Image Surveys will not accept any other work from other clients for those times and dates.

As a result, if a booking is then cancelled or postponed, Image Surveys reserves the right to charge the client a cancellation fee according to the schedule below.

Time before agreed shoot date*	Fee charged
Over 10 days before	No charge (unless expenses have been incurred such as hotels, travel or pre-flight plans have been made or permissions have been applied for)
10- 6 days before	25% of the agreed full fee plus any expenses already incurred plus preflight work in full



Less than 5 days prior to flight date	50% of the agreed fee plus any expenses incurred plus preflight work in full
Within 48 hours of the agreed date for work	100% of the agreed fee plus any expenses incurred

\*For the purposes of calculation, a day shall be any day of the week and not just working days.

## EDITING

Image Surveys shall use its professional skills to edit all images and content to as closely as possible fulfil the requirements of the agreed scope of any work. However, such editing is an integral part of the creative process and as such no warranty can be given that each image will wholly satisfy the individual tastes and likes of the client. Where reediting is needed (save in respect of a failure to work professionally on the part of Image Surveys) further charges for time may be made.

## THIRD PARTY CONTENT AND PERMISSIONS

Where work includes third party consent to the work being done or content creation the client shall be responsible for all costs in respect of such content and be responsible for all copyright issues relating to the items, usage and restrictions in terms of any permissions and shall fully indemnify Image Surveys Limited against any misuse or in respect of any claim regarding such content or breach of use or permission.

Where work is undertaken that will include posting to third party platforms (such as Google Street view) Image Surveys can only be responsible for supplying the content as the ultimate decision to publish is taken by the third-party platform. While all due diligence is taken to make sure the work can be published platforms such as Google make it clear that they may change their requirements or suspend a service. In the case of such changes Image Surveys cannot guarantee publication or may have to undertake additional work that will have to be charged to the customer. The customer shall also be responsible for any expenses incurred by Image Surveys charged by any third party or platform in connection with publication and indemnify Image surveys against any breach claim brought by a third party in respect of such publication.

## HOSTING FEES

For 360° or other work where the content is hosted on a third-party server for which an annual fee is charged, we shall recharge those costs. This will be invoiced to the client on the anniversary of the content being published and each year subsequently. If not paid by the due date content will be removed from the server and no longer useable. Image Surveys shall supply details of the charge in advance of the anniversary. The first year's charge is included in the original work.



## DEPOSITS

Where a deposit is required, such deposit must be paid in full prior to any work being confirmed. Where the contract shall be cancelled, and any appropriate cancellation fee shall then be due that amount due shall be less any deposit already received.

## PAYMENT OF INVOICES

Invoice payment is due on receipt of the invoice unless otherwise agreed (up to a maximum of 30 days from date of invoice). Image Surveys does not accept cheques unless by prior agreement and in such cases, there will be a £10 handling charge due to increased bank fees.

If payment is delayed beyond 30 days Image Surveys reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made and issue a Late payment invoice of £40 plus VAT for administration. You should also be aware of the costs of using any content created or supplied by Image Surveys after the date when payment is due. (See Licence to Use). In the case of a limited company client the directors shall be jointly and severally responsible personally for all outstanding charges, fees and expenses incurred by Image Surveys up to the date of settlement should the company cease trading after the work has been completed and an invoice raised.

Invoices will be raised in sterling and payable to Image Surveys' s UK bank account. Image Surveys is registered for VAT (Reg GB207053738) and unless stated all prices shall be quoted ex VAT which will be added at the appropriate rate.

## COMMUNICATION:

Image Surveys can be contacted via post, email, or telephone. Up to date contact information is always available on the Image Surveys website at [www.imagesurveys.com](http://www.imagesurveys.com).

The registered office for service for Image Surveys Limited is Office 3, Heritage House, Hoghton St, Southport, Merseyside, PR9 0TE, UK.

## Contract Signature

*Signed for and on behalf of Image Surveys Limited*  
*CM Carr, Director*

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*Signed for and on behalf of the client.*

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Dated:- -----