

TERMS OF SERVICE & CONDITIONS

**1. DEFINITIONS**

In these Conditions:

"**The Company**" means *Creative Capture Ltd*;

"**The Client**" means the person, firm or a company using the services of the Company;

"**Services**" means the services forming the subject of the contract between The Company and the Client.

**2. INCORPORATION OF CONDITIONS**

These Conditions are the only terms or conditions on which the Company gives quotations, accepts bookings or orders or supplies the Services and (subject to the provisions of this Clause 2) override any other representations, terms or conditions stipulated, referred to or implied by the Customer or the Company, its servants or agents whether in any order or in any document or in any negotiation or discussion. No variation of these Conditions shall be effective unless made in writing, signed by or on behalf of the parties.

**By accepting a quotation from The Company, the Client agrees to these terms of Service & conditions.**

**3. CHARGES AND RATES**

The charges applicable are those appearing upon the Company's Rates discussed and quoted for, current at the time of acceptance of the booking or order. Charges are quoted in Pounds Sterling which shall be paid by the Client. The amount stated on any quotation from the Company is an "estimate only" and may vary from the final invoice if the cost to the company change or the Client makes changes to the original brief on which the quotation was based upon.

**4. QUOTATIONS**

The Company will provide the Client with written a quotation based solely on the information supplied from the Client in the form of a clear and accurate written brief. If the Client changes the brief which the quote was based upon, additional charges may be added to the final invoice, or when possible, The Company will update the quotation based on the new client brief on which the Client will need to accept.

**5. SERVICES**

The Company will always endeavour to complete its assignment to comply with the quotation of the "Services" as requested and described in the Client's brief at the given date, time and location (collectively referred to as the "Project"). The time and date are subject to change by the Company for any reason including but not limited to: weather, personal injury, illness or act of God.

**6. COMPANY REPRESENTATIVE**

The Company may employ subcontractors to perform part or parts of the Service. While under contract from The Company, any Subcontractor will carry out duties to the same high standards set out by the Company in terms of skill set and behaviour.

The Client may not approach any employee or subcontractor without the prior knowledge and permission of the Company. If any employment, temporary or permanent for this or for any future work that arises, then The Company will charge an appropriate placement fee.

**7. CLIENT'S REPRESENTATIVE**

If requested to do so by the Company, the Client shall appoint a representative who shall be available at all reasonable times to approve the Services and if so required by the Company to be in attendance during the performance of the Services, and whose approval in such circumstances shall be final and binding on the Client.

**8. PAYMENT**

Payment of the Services shall be due within 30 days of the date of the invoice ("the due date for payment"). This provision shall be without prejudice to the Company's right to require immediate payment of all outstanding invoices rendered to the Client where the Client is in default of the payment terms in this Clause in respect of one or more invoices.

**9. INTEREST**

The Company reserves the right to charge interest at the annual rate of 5% above the base rate from time to time of the Company's bankers (both before and after judgement) and that the Company may claim such interest from the date of invoices until the date of payment.

**10. CANCELLATIONS**

At the Company's discretion, The Client will be charged the following fee for the cancellation of the job agreed in the quote.

**Fee = the following set % of the agreed quotation.**

**Client cancellation up to 7 days = 0%**

**Client cancellation under 7 days = 25%**

**Client cancellation under 48 hours = 50%**

In addition to the above cancellation charges, the Client will be charged 100% for any additional equipment hire or any other purchases the Company may have made at the Clients request.

**For UAS (Drone) cancelations see clause 15.**

## **11. INTELLECTUAL PROPERTY ( Raw Footage)**

The Client And the Company agree that all work performed for the Client shall be considered as works made for hire as contemplated and defined in the United Kingdom Copyright, Designs and Patent Act 1988. The Company and Client acknowledge and agree that the Client will not hold any intellectual property rights in the recording of the project, including, but not limited to, copyright and trademark rights.

The Company has exclusive and complete ownership of the intellectual property inherent in the recording of the project at any time after such recording. In addition, the Client agrees that the Company shall still maintain an exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the stills photography and or video.

The Client agrees and acknowledges that the Company may reasonably use the recording of the project in their portfolio or for sale of stock footage and stills.

The Client does not have the legal authority to sell the footage or allow 3rd party companies to use it or edit it without the express written agreement of the Company or buyout agreement agreed in writing.

Unless buyout terms and rate's of the supplied edited or Raw footage is specifically agreed and contracted, the Company retains the copyright of all "media".

## **12. PUBLICITY**

Unless otherwise instructed by the Client in writing, the Company may use Client's name and brief details of the Services for the purposes of the Company's advertising and promotion of its business. Following the broadcast or exhibition of the work resulting from the Services, the Company shall have the right to use any part of the work solely for use in its corporate advertising and showreels.

## **13. DATA STORAGE**

The Company will store all media data (i.e. Raw files, project files, exported files) gathered from each quoted project for 28 days after the completion of the project. After the 28 days, (at the discretion of the Company) all or some of the data will be permanently deleted from the Company's data storage units unless a data storage agreement has been agreed within the quotation or in writing.

## **14. RISK OF DATA LOSS**

The Company will endeavour to minimise the risk of data loss with the use of a dual device back up policy. However, the Company will not be liable for any data loss on failure of the dual device back up policy. To further reduce the risk of data loss, the Client can purchase an additional backup plan for an agreed rate and terms.

## **15. UNMANNED AERIAL SYSTEM (UAS / DRONE)**

The Company will only use qualified PfCO (Permission for Commercial Operations) licence holders for any UAS flights. PfCO is supplied by the UK CAA (Civil Aviation Authority).

The Client is responsible for gaining landowners permission for all UAS flights requested by the Client.

The Company will abort any UAS flight if it is deemed unsafe or if any safety issues arise including but not limited to, Bad weather, public encroachment, unforeseen dangerous obstacles, poor UAS operator health. There may be a non-refundable admin fee for pre-flight planning and production. If the Client agreed on a quote for the **sole** use only of a UAS (The Company representative is hired for the sole purpose of UAS operations), the Client agrees to pay the full agreed quoted price if UAS flights are Cancelled/aborted due to any safety issues including but not limited to, Bad weather, public encroachment, unforeseen dangerous obstacles, poor UAS operator health, no land owner permission.

## **16. FORCE MAJEURE**

The Company shall not be liable in any way for any loss or damage arising directly or indirectly, through or in consequence of performance of the Services being prevented or delayed by any occurrences due to or because of any matters or things beyond the control of the Company.