



## Thanks for using Commercial Drone Footage (CDF) to acquire your Aerial Images.

This basic work agreement outlines our Services, Charges and what you can expect should a flight require to be postponed or cancelled due conditions out of our control. Please also make sure to read our Standard Terms as they apply to all Assignments undertaken by the Photographer for the Client and to all Usage Licences or extended and/or additional Usage Licences relating to such Assignments.

Commercial Drone footage flights must adhere to strict CAA safety rules, the laws of the land and insurance rules. These rules and laws ensure the safety of every person in flight and on the ground. Every CDF flight will be thoroughly assessed for risk and compliance with these laws and must follow strict safety guidelines.

For the purpose of this basic work agreement the following terminology will be used:

- Client** – Person or Company hiring CDF
- CDF** – Neil Clayton Trading as Commercial Drone Footage
- Flights** – Small Unmanned Aerial Flights gathering footage / surveillance images.
- Footage** – Images, video and or data captured during flight and filming
- Drones / SUA** – Small Unmanned Aerial Vehicles (SUA) used to gather aerial footage
- Works / Job / Footage** – Agreed work or jobs carried out for the client including all safety checks, administration, flights etc. Normally x1 short video made up of multiple video captures and a small number of pictures (if requested) or Mapping.
- Mapping** – footage captured to map an area of land, crops, construction, mining etc.
- Edit / Produce** – finalising the footage or mapping
- Base footage** – Unedited footage straight from camera in JPEG or MP4 format
- RAW footage** - The Digital Negative footage if captured.
- Digital Reproductions & Acceptance of this agreement** – Acceptance of the agreement sent via digital methods

### 1. Forces Outwith Operational Control: (see Standard Terms)

- a. All flights operated by CDF must follow CAA (Civil Aviation Authority) rules. For your safety and those in the air and on the ground, CDF will carry out multiple flight risk assessments prior to any flights taking place. Sadly we cannot control the weather, If for any reason the flight cannot take place on the required day, CDF will endeavour to re arrange the flight as soon as reasonably possible for the client at no extra cost, except to cover required additional travel or accommodation (see travel 4.2 below).
- b. The pilot is in overall charge of the flight, and will only carry out a flight if safety can be assured. CDF will do everything possible to check, put in place a plan, agree safety measures to be met by the client and action other safety measures for the safe operation of the drone prior to the flight day, however in the rare occasion a flight needs to be cancelled for safety reasons and or weather changes, CDF will endeavour to reschedule the flight at a suitable time for both the client and safety. The Pilot's decision whether or not to fly / continue to fly on the day is final.
- c. In the unlikely event that the flight needs to be cancelled for safety / legal reasons and the client cannot or will not be able to reschedule the flight (for example a shoot involving multiple organisations, functions etc), an upfront non-refundable deposit of either the **Half day** or **Full Day fee** will be taken by CDF or for **larger bookings no less than half the originally agreed price plus any additional travel** (see travel 4.2 below).



### 2. Footage / Copyrights: (see Standard Terms)

- a. All footage taken is the Copyright of Neil Clayton TA Commercial Drone Footage. Once full payment is received, CDF will grant the client permission to use the footage for the named business purposes only, the footage *must not* be reproduced, shared to third parties, or resold without our express permission.
- b. CDF will discuss the requirements of the job and footage prior to any footage being taken to best fulfil the client's needs and to reduce the need for additional changes at a later stage. Under the agreement and payment terms where footage editing has been ordered, CDF will produce and supply a basic sample of the final footage, at this stage if the client requests changes to be made for the final production then payment will cover x1 large change and x4 small changes as set out in the example below.

#### **Examples:**

**Large Change** – Change video track positions and re produce

**Small Change** – Change music (if requested), resize pictures, change format.

Requests for changes will be advised of size before works are carried out.

- c. If required, additional changes over and above those listed in 2b will be priced and notified before the work is carried out.

### 3. Base Footage: (see Standard Terms)

Unless Edited footage is requested, CDF will provide base footage (Unedited Footage) for the client to edit themselves under "the copyright agreement" as set out in this document and our Full Terms. Footage will be supplied in JPEG format for pictures or MP4 for video. RAW / Digital Negative footage will not be supplied unless specifically requested, whereby additional fees will be agreed and copyright will still be owned by Neil Clayton TA Commercial Drone Footage.

### 4. Travel Charges: (First 20miles round trip included) travel costs will be requested upfront and are non refundable. (see Standard Terms)

1. Travel / Fuel costs are normally covered by the agreed fee within a 10mile journey of KA13 6US Kilwinning. Travel outside of this 10 mile journey (20 mile return) will be charged at 0.45p per mile. For example, A site 24 Miles away will be a 48mile round trip, this would total 28miles additional mileage. To keep things simple those additional miles will be charged @ 0.45ppm (Pence Per Mile) totalling an additional travel fuel fee of £12.60.
2. An additional Site visit prior to the flight may be required, these miles will be added to the travel costs as in section 4.1 above.
3. Other Travel / Hotel costs: Other additional travel costs for example Flights and Hotel fees will be discussed and included in the agreed price for each job as requested. A breakdown of fees will be shown to include these costs. If for any reason the job is cancelled by the client these and any other costs / cancellation costs will be charged to the client.



**5. Payment Terms & Fees:** (see Standard Terms)

**Fees will be agreed prior to all flights / works**

- a. A Half day fee or Full day fee or 50% - 70% of the agreed total price if greater, is payable upfront (or immediately upon request where work must start ASAP) as a non-refundable deposit. This covers the basic "works" carried out in preparation of the flight. Risk assessments, organisation, administration etc. A Purchase Order can be drawn up for this however payment is due within 7 days as dated on the Invoice.
- b. The remaining amount plus any additional costs must be paid on completion of the works prior to any footage being released for use. see section 1 for cancellations and rescheduling.

**6. Digital Acceptance of this agreement:** (see Standard Terms)

If this agreement has been sent to you via email, it is your responsibility to read it thoroughly. Your acceptance of the quote and authorisation for CDF to carry out any work will also show your acceptance of this agreement and our Standard Terms and they will be binding. (see section 5 for payment terms)

**Signed:**

**I understand and agree to the terms as set out in this agreement / digital agreement**

**Full Name:**  
(Block Capitals Please)

**Date:**

**Full Address:**

**Business Details:** Authorised Personnel Name & Signature

**Business Name, Address & Company Number**  
(if required)

**Authorised Signature:**

**Name:(Block Capitals Please)**

**Signee Position:**