

TERMS AND CONDITIONS 2025



Definitions And General Terms

In these Terms and Conditions, the words '**Elite Drone Services (UK)**' 'EDS' 'we' 'us' 'our' and 'ours' refer to **Elite Drone Services (UK)**. The words 'client' 'customer' or 'hirer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf. These Terms and Conditions apply to all photo, graphic, video and associated audio product created by **Elite Drone Services (UK)**, including all moving and still images and sound recordings of whatever form. Acceptance of a proposal, quotation and/or issue of a purchase order from the client, is acceptance and agreement of the Terms and Conditions stated below, which forms the contract between **Elite Drone Services (UK)** and the client

Quotation:

All work undertaken will be as per the agreed to quotation. The quotation will detail the scope of work, estimated timeframe, deliverables, and any associated costs. It is the Client's responsibility to ensure that the quotation is thoroughly read and understood prior to booking. Any amendments or additional work will be subject to additional costs and will only be undertaken once agreed upon by both parties. A standard day of work is 8 hours of crew time on-set or at location (including lunch and breaks but excluding travel time). Please see *Type of service required for exact details*. Any additional work required by the project or client may be subject to additional costs. **Elite Drone Services (UK)** reserves the right to revise the quotation should there be any changes to the project scope or requirements. The revised quotation will be provided to the Client for approval prior to proceeding with any additional work. Unless otherwise stated in the quotation, all expenses will be invoiced in the final invoice.

Verbal and written agreements:

This contract is issued as confirmation of a verbal agreement between the hirer and **Elite Drone Services (UK)**. Non-signature is not sufficient to cancel this agreement. All social media and email exchanges form part of this contract.

Costs:

Costs associated with the project will be discussed during initial consultations/meetings with **Elite Drone Services (UK)**. Costs may be estimated and inferred during these discussions, but the final accepted quote and its deliverables will reflect the actual cost of production. The costs will depend on the type and length of the production, as well as the time spent on pre-production, production, and post-production. Any changes in these areas during the production may result in additional costs, which will be notified, agreed upon in writing, and charged accordingly to the client. All expenses related to the agreed project, such as travel, mileage, hotels, subsistence, messenger services, postage, overseas telephone charges, colour photocopying, photography, design, prints, disc or tape duplications, creation of audio and video streaming files, and similar items will be invoiced to the client on the final invoice for the project.

Deposit:

Elite Drone Services (UK) requires clients to pay a non-refundable good will payment of 25% of the estimated project cost before any work can begin. This payment will be used to secure the project slot in our diary, cover initial costs associated with pre-production planning, including but not limited to script development, storyboarding, location scouting, casting, and equipment rental. This deposit may also be used to cover other expenses necessary to initiate the project. The deposited payment does not guarantee the final cost of the project, nor does it cover the entire cost of the project. The deposit of 25% of the estimated project cost is non-refundable and will be forfeited in the event that the client cancels the project or changes the scope of work after work has commenced. The deposit will be applied towards the final invoice for the project, which will be based on the actual time spent and expenses incurred during the course of the project. It should be noted that the deposit is not meant to cover the entire cost of the project and does not guarantee the final cost. Instead, it is intended to cover initial costs associated with the project, such as pre-production planning, equipment rental, and other expenses. We will notify you before we do any work addition work and be agreed by both parties.

Client Responsibility and Indemnification for Copyrighted Material and Storyboard Approval:

The Client acknowledges and agrees that they are solely responsible for obtaining all necessary permissions, clearances, licenses, and releases required for the use of any copyrighted materials, intellectual property, trademarks, branding, sound recordings, images, or other proprietary materials in connection with the production of the final video product by **Elite Drone Services (UK)**. **Elite Drone Services (UK)** shall have no liability or responsibility for any delays or failures to deliver the final product caused by any such unauthorised use of intellectual property or proprietary materials by the Client. The Client shall indemnify and hold **Elite Drone Services (UK)** harmless from any and all claims, liabilities, damages, expenses, or costs (including legal fees) arising from or related to the use of any such unauthorised materials, without limitation in time. In the event that the Client provides any copyrighted or proprietary materials for incorporation into the final product, the Client warrants and represents that they have obtained all necessary permissions, clearances, and licenses from the original copyright owner or material provider, and that such materials do not infringe upon any third-party rights. **Elite Drone Services (UK)** shall not be responsible for any infringement or violation of any intellectual property rights or proprietary materials contained in the Client-provided materials, and the Client shall fully indemnify and hold **Elite Drone**



Services (UK) harmless from any such infringement or violation. Furthermore, in the case of animations or videos with storyboards, the Client acknowledges that the final storyboards must be approved and signed off by the Client before production work begins. Any changes to the storyboard structure after approval may incur additional charges. By agreeing to this Intellectual Property Rights and Storyboard Agreement, the Client acknowledges that they have read and understood all of the terms and conditions contained herein and agree to be bound by them.

Insurance:

Elite Drone Services (UK) will maintain all necessary insurance policies including public liability: £5,000,000 any one event – Public & Product Liability. £1,000,000 any one period of insurance – Professional Indemnity. The Client is responsible for obtaining and maintaining its own insurance coverage for any property, equipment or personnel that is required for the project. The Client shall indemnify and hold harmless **Elite Drone Services (UK)** against any claims, damages, losses, liabilities, expenses or costs arising out of or in connection with any property, equipment or personnel owned or operated by the Client in connection with the project. **Elite Drone Services (UK)** undertakes to provide a safe working environment and, where electrical equipment is in use at the venue, will ensure that regular examinations are carried out.

Insurance number #0033313

Video Production Agreement:

All works undertaken will be as per the agreed to quotation. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates. A standard filming day is 8 hours of crew time on-set or at location unless otherwise stated (including lunch and breaks but excluding travel time). Any additional overtime required by the project or client on the filming day may be subject to additional costs. Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Client's responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations and contributors required. Delays in production as a result of inadequate access or facilities may incur additional charges. **Elite Drone Services (UK)** takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and/or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. **Elite Drone Services (UK)** will observe the site safety rules at all times and will liaise with the appropriate contact outlined by the Client.

Additional Content:

Additional content requested by the Client that was not included in the original agreed scope of work will be subject to additional charges. **Elite Drone Services (UK)** will provide the Client with a new quotation for the additional content and no work will commence until the Client approves and signs off the new quotation. Any amendments to the new quotation must also be approved in writing by the Client prior to work commencing. The additional content will be invoiced separately to the original project and will be subject to the same terms and conditions as outlined in the original agreement.

Adverse Weather Conditions:

In the event of adverse weather conditions, **Elite Drone Services (UK)** reserves the right to reschedule any filming or production work. If the Client chooses to proceed with the filming or production work despite adverse weather conditions, any resulting delays or additional costs incurred will be the sole responsibility of the Client. In the event of inclement weather that occurs during the filming or production work, **Elite Drone Services (UK)** will assess the situation and may suspend or delay work until it is safe to continue. Any resulting additional costs incurred due to the adverse weather conditions will be the responsibility of the Client.

Client Delays:

If the client causes a delay in the production timeline, **Elite Drone Services (UK)** will not be held liable for any additional costs, expenses or losses incurred as a result. The client shall be responsible for any delay and shall use all reasonable endeavours to ensure that the agreed timeline is maintained. If the client delay results in **Elite Drone Services (UK)** being unable to complete the work **Elite Drone Services (UK)** shall be entitled to issue an invoice for work already completed and for all expenses incurred up to the point of delay. **Elite Drone Services (UK)** reserves the right to re-negotiate the delivery date if a delay caused by the client results in the original delivery date being impossible to achieve. In such instances, **Elite Drone Services (UK)** shall provide the client with a revised timeline and an estimate of any additional costs incurred. If the delay is caused by adverse weather conditions or any other event outside of the client's control, **Elite Drone Services (UK)** will work with the client to minimise any additional costs and to complete the work as soon as reasonably possible. However, **Elite Drone Services (UK)** shall not be held liable for any additional costs, expenses or losses incurred as a result of such delay.

Post-Production Feedback and Amendments:

Post-production feedback is an essential part of the video production process, and we offer up to two rounds of reasonable amendments within the agreed-upon project scope. Any further amendments beyond these two rounds will be subject to additional charges at our current post-production day rate of £100. It's important to note that any changes or additions requested by



the client that fall outside the project scope agreed upon in the initial quotation will be considered out of scope and will require a new quote and agreement from both parties before any further work is carried out. A round of amends is defined as reasonable changes or revisions to the video project that can be completed within a single feedback cycle. Reasonable changes may include minor adjustments to timing, pacing, or visual effects. Changes that require significant re-editing or additional filming may be deemed out of scope and will require a new agreement and quote. If the client requests further changes or revisions after the final video has been delivered and approved by the client, any additional work required will be charged at the standard post-production day rate of £100. The scope of any additional work will be agreed upon by both parties in writing before work commences, we strive to provide the highest quality video production services to our clients and appreciate your understanding and cooperation in adhering to these terms. If you require a change to the DVD/ Digital DVD or Artwork at a later date after the *burning stage* either to add/remove content, or information on the DVD or Artwork, this can be done at a negotiated price, this will be discussed by the hirer and Media Services. This is to cover all material costs and **Elite Drone Services (UK)** working hours.

Project Duration and Delivery:

Any indication given by **Elite Drone Services (UK)** of a project's duration is to be considered by the customer to be an estimation. **Elite Drone Services (UK)** will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the client. In all cases our liability will be limited to the agreed total cost of the project, less any costs incurred by us for any work already done on the project provided such work is within the agreed quote. Any contract requiring **Elite Drone Services (UK)** to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with **Elite Drone Services (UK)**, its servants or agents, as necessary. **Elite Drone Services (UK)** will not under any circumstances be responsible for any loss, damage or costs arising from the late, erroneous, or non-delivery of the product.

Unusable Material:

Although every care is taken to produce a professional edited copy, some footage may not be suitable/useable due to technical issues including audio/lighting etc. This will be discussed at the editing stage. Footage supplied by you the hirer is the quality and definition you send it in, these will not be altered at editing stage, what you send to **Elite Drone Services (UK)** is the copy that will end up on your product, **Elite Drone Services (UK)** takes no responsibility for quality of footage or images supplied by you.

Copyright and Ownership:

As a video production company, **Elite Drone Services (UK)** is committed to upholding copyright laws and respecting ownership of all materials used in our client projects. Where the Client provides any material, including logos, images, trademarks, footage and audio, it is the responsibility of the Client to obtain the necessary permissions in advance from the original copyright holder. By agreeing to these terms and conditions, the Client hereby indemnifies **Elite Drone Services (UK)** against any claims, disputes, expenses, or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material. **Elite Drone Services (UK)** retains all rights to the usage of footage captured during the production of any client-commissioned project. However, as part of our video production service, we will grant a time-unlimited license for use of that footage to the Client subject always to the following express condition: "Elite Drone Services (UK) retains all copyright over any content we produce. A usage license grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy, or alter the content in any way." We reserve the right to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes. **Elite Drone Services (UK)** assigns to the Client a license to use the video production in its complete delivered form only. We do not give permission for any material to be altered, edited, or used as part of another production, unless this is expressly agreed in writing. No clips/recordings or photographs are to be shared in any form, personally or publicly unless permission has been granted from **Elite Drone Services (UK)**, this includes any defamatory information regarding **Elite Drone Services (UK)**, including postings on All social media network sites (i.e., Facebook/Twitter and YouTube).

Provided that all payments due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions, the Client is granted a perpetual usage license relating to the video material in its delivered form. Until all payments are made in full, the copyright and ownership of all edits and material shot or created remain the full copyright and ownership of **Elite Drone Services (UK)** Any material published that has not been fully paid for will be copyright-claimed by **Elite Drone Services (UK)** to the publishing platform. We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other clients, unless (a) we have granted an exclusive license to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client. Once a client approves a project as complete and satisfactory in writing, it will be publicly released by **Elite Drone Services (UK)** and the Client. Clients are not permitted to release any form of preview or work-in-progress content to the public or their end-user. By publishing a video into the public domain, the Client assumes that it is acceptable for any talent featured in the video, including voiceover artists, contributors, actors, and presenters, to use and publicise their appearance in the video for the purpose of the talent's own



showreel and marketing use (in whole or part use). **Elite Drone Services (UK)** can use all materials for promotional purposes, including voice, visuals and all media content.

Watermark

As part of our video production service, **Elite Drone Services (UK)** reserves the right to add a visible or invisible watermark to any content produced for the Client. The watermark may include our company name, logo or any other identifying information. The purpose of the watermark is to protect our intellectual property and prevent unauthorized use of the content. The watermark will not be removed by us unless prior written permission is granted by **Elite Drone Services (UK)**. If the Client wishes to remove the watermark, this must be requested in writing and a fee may be charged at our discretion. The Client acknowledges that the presence of the watermark does not affect their rights to use the content in accordance with the agreed usage license.

Supply of Raw Footage/All Footage Filmed

Rushes (all filmed footage) are not supplied to the client as standard. Rushes/video files can be supplied for an additional fee of 50% of the final cost of the video project quoted when applicable (plus the cost of a hard drive and postage). Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of **Elite Drone Services (UK)**, and copies will be given over to client at the discretion of **Elite Drone Services (UK)**. Copies of footage can be requested by clients, but this does not mean that project files will be transferred over by default. Rushes can be supplied WITH edit project files / edit timelines for a further fee (plus cost of hard drive and postage), which includes the transfer of **Elite Drone Services (UK)** intellectual property rights on the timeline sequences. ALL media, content, filming, artwork, and material will remain the Property of **Elite Drone Services (UK)**, unless a fee is negotiated between both parties.

Payment Schedule

Unless otherwise stated, our payment schedule for projects is as follows. 25% of total project value good will monetarily deposit, paid on receipt of invoice following agreement to quote. Which is non-refundable. Your production is not secured and booked in until this deposit payment clears in **Elite Drone Services (UK)**'s bank account. Once all filming has been completed on the day, all final monies are to be paid in full. In the case of animation projects, the project is payable with a 50% deposit and 50% upon final delivery of all signed of content.

Payment Terms

Our payment terms are strictly 30 days from date of invoice and in the event of an order being confirmed the Client accepts these terms. Where feasible, deposit payments are to be processed as soon as possible, if for accounting reasons this is not possible, they are subject to the same strict 30-day terms. Your production is not secured and booked in until this deposit payment clears in **Elite Drone Services (UK)**'s bank account.

Late Fees

We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998. E & OE. We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. After the invoice due date, a fee of 5% of invoice value will be added to the invoice for every working week until the invoice clears in **Elite Drone Services (UK)**'s bank account. The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. **Elite Drone Services (UK)** reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of administration of changes.

Retainer Fee

The Client may be required to pay a retainer fee in advance to secure the services of the Video Production Company for future projects. The specific amount of the retainer fee will be negotiated between the parties and will depend on various factors such as the scope and duration of the anticipated projects, the experience and reputation of the Video Production Company, and the prevailing market rates for similar services. The retainer fee will be held by the Video Production Company in a special account and used to cover costs and expenses associated with future projects as they are agreed upon between the parties. The retainer fee may be non-refundable and will be credited towards the cost of the actual projects as they are completed. If the Client fails to proceed with the anticipated projects after paying the retainer fee, the Video Production Company may retain the fee as compensation for reserving its services and declining other opportunities.

Unsuitable Content

Elite Drone Services (UK) reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal. Should such a submission occur, the client will be advised which information was deemed unsuitable and requested to amend the information. If the client can show good reason to use the "unsuitable" information, its inclusion may be considered. Liability for errors after



sign-off **Elite Drone Services (UK)** cannot be held liable to any party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast. Although every care is taken to produce a professional edited copy, some footage may not be suitable/useable due to technical issues including audio/lighting etc. This will be discussed at the editing stage. Footage supplied by you the hirer is the quality and definition you send it in, these will not be altered at editing stage, what you send to **Elite Drone Services (UK)** is the copy that will end up on your product, **Elite Drone Services (UK)** takes no responsibility for quality of footage or images supplied by you.

Termination of contract

The client may terminate the contract at any time by written notice of termination, and on settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by **Elite Drone Services (UK)** unless any other written agreement is reached in advance.

Cancellation Policy

In the event of a cancellation of this contract the following fee policy will apply. More than 15 days prior to work beginning – 0% of total fees will be due and payable. Less than 15 days prior to work beginning – 50% of total fees will be due and payable. Less than 5 days prior to work beginning – 100% of total fees will be due and payable. All Terms and Conditions stated within this document are deemed acceptable to the Client upon receipt of a confirmed order or instruction to proceed given by any means. Including but not limited to: the provision of Purchase Order; written or verbal acceptance of a quote; instruction to book out the studio calendar; and processing of the deposit invoice. This document shall be taken as an agreement between the Client and **Elite Drone Services (UK)** under UK law.

Consent forms:

All consent forms must be signed and sent back to **Elite Drone Services (UK)** before filming commences. This is to confirm that ADAM MOSS via **Elite Drone Services (UK)**, is permitted to reproduce video footage/images featuring your child's image for use in promotional, streaming & purchased DVD & Digital publications. This agreement applies to both printed, film, video and electronic media including the World Wide Web, Twitter, Facebook, YouTube & Vimeo (all social media) The image(s) may be retained by, and will only be accessed by, authorised persons of ADAM MOSS via **Elite Drone Services (UK)** or its agents and may be used in the future for promotional and marketing materials. The image(s) will only be retained for the stated purpose. The image(s) are processed by ADAM MOSS via **Elite Drone Services (UK)** in accordance with the provisions of the Data Protection Act 1998. All persons in the footage must sign or be signed for if under 18 years of age.

Artwork & DVD content:

You will be sent a piece of artwork this will be the cover for the printed DVD, you sign recognising that all spelling and information has been checked. This will form part of the contract to print this artwork prior to filming, if cancellation of filming occurs all DVD's must be paid for.

A low-res digital copy will be sent for verification to the hirer. This will be the hirers responsibility to check for:

- i) Spelling mistakes.
- ii) Editing mistakes or anything else that needs to be changed or edited.
- iii) Anything you the hirer is not satisfied with.
- iv) If the DVD is required promptly, it can be viewed vi VIMEO this will NOT be the FULL product you will see on the DVD. It will be the full media content in its entirety but will NOT include menus or chapters. An email will be sent for sign offs; this will form part of the contract.

Editing Time frame:

We always allow for edits to take between 4-6weeks.

Merchandise:

NO percentage will be taken from **Elite Drone Services (UK)**.

Socials Media:

When posting on ALL social media for the first time our handle must be present **@elitedroneservicesuk**

What Can Prevent a Drone Flight?

At Elite Drone Services (UK), safety and compliance are our top priorities. Below are some key factors that may prevent a scheduled drone flight:

Weather Conditions

- Heavy rain or storms
- Strong winds exceeding safe flying limits
- Dense fog or poor visibility
- Extreme temperatures (too hot or too cold)

**Restricted Airspace**

- No-fly zones near airports
- Military bases or sensitive government sites
- Temporary flight restrictions (TFRs) due to major events or emergencies

Legal & Permit Restrictions

- Lack of necessary flight permits for restricted areas
- No permission from property owners when required
- Local regulations prohibiting drone use in certain locations

Technical & Safety Issues

- Equipment malfunctions or battery failure
- GPS signal interference
- Insufficient flight clearance due to obstacles (trees, buildings, power lines)
- Unauthorized interference from other drones or electronic devices

Privacy & Security Concerns

- Areas with high population density where privacy is a concern
- Locations with strict security measures (prisons, embassies, etc.)

Other Factors

- Wildlife protection areas where drone flights could disturb animals
- Client-requested changes that impact feasibility

If you're unsure whether your location is suitable for a drone flight, contact us, and we'll assess the situation in advance!

By signing below, you confirm that you've read and agreed to our terms and conditions.

Print Name / and or Company

Signature

Date and Time