

Definitions

1.1 “AHPFILM”, “A Higher Perspective Ltd”, “AHP”, “Us” and “the Company” or variations thereof shall mean A Higher Perspective Ltd.

1.2 “Client”, “Customer”, “User”, “You” or variations thereof shall mean clients, customers and website users of the Services provided under this agreement.

1.3 “Services” means any of the services provided under this agreement including, but not limited to, the provision of videography, photography, training and product sales.

Videography and Photography Services

GENERAL

2.1 A Higher Perspective Ltd is a Civil Aviation Authority (CAA) approved commercial Small Unmanned Aircraft (SUA) operator with permission to conduct aerial work.

QUOTATIONS

3.1 There are a number of factors that may influence a quotation for aerial and ground work (photography & videography) including, but not limited to; location, local congestion, weather conditions, safety factors, landowner permissions and the potential requirement for additional CAA approvals.

3.2 Written quotations will be valid for 30 days and will be provided on receipt of a clear and accurate brief from the Client. A written brief is required in advance to ensure the objectives are well defined for both the Client and A Higher Perspective Ltd.

3.3 The quotation and fee will be inclusive of all preparatory & recce work, provision of written documentation such as check lists, safety briefings and risk assessments and arranging permissions as required (e.g. Civil Aviation Authority, Local Air Traffic Control, Local Police, other Emergency Services and applicable landowners). If private land is used we will need you to provide proof of permission before we commence work. On occasion it may be necessary to get special permission from the CAA or other governing body in order to fly. On such occasion bookings will be subject to an admin fee agreed prior to shoot, if flying abroad we may require additional time in order to obtain permissions to fly which may incur additional cost that will be passed on through prior agreement.

3.4 The cost of post-production processing of imagery, colour grading, preparation of still images & any other digital service required will be separately set out in the quotation, where applicable.

3.5 The fee quoted will reflect the proposed uses of the content / images, as required by the Client, for which Full Personal Reproduction Rights will be granted.

3.6 Travel expenses for UK work will be billed at 45p per mile. (up to 200 miles per day Inc. day rate as per our rate card) After 200 miles to include accommodation & other expenses if needed, this will be charged at cost but will need to be agreed with the Client in advance. We are flexible with costs for UK clients.

3.7 Global overseas travel to include alternative transport(s), flights, equipment shipping costs, hotels, meals & drinks budget etc – travel days charged at £350 per person.

PAYMENT TERMS

4.1 To secure a date and confirm a booking, we require a 40% deposit to be paid in advance. If this is not possible due to time constraints, these terms and conditions must be accepted before the shoot commences. If no deposit is paid but a date is clearly reserved for a shoot, 40% of the cost of that shoot will be payable by the client if cancelled within 7 days of the shoot commencing. If cancelled within 48 hours, the deposit will be lost and any additional outlay will be invoiced & payable.

4.2 Balances for filming will be issued immediately after the shoot and are to be paid within 30 days of invoice. We also reserve the right to prevent any output of our content until full payment has been received. If this is not possible due to time restraints, AHP FILM will require a specific payment date in writing and until received, no content shall be distributed. All payments to be made by bank transfer.

POSTPONEMENTS AND CANCELLATIONS

5.1 The Company reserve the right to postpone or cancel filming due to, but not limited to; adverse weather conditions, safety concerns or other factors relating to the CAA regulations for use of Unmanned Aerial Vehicles (UAVs). Under these circumstances, the Client will be briefed and an alternative date for the mission will be arranged. If filming cannot be re-scheduled AHP FILM will refund part of any fee received, minus the deposit.

5.2 The Company will endeavour to complete all assignments by the proposed completion dates. However, due to adverse weather or other operational limitations, we cannot guarantee completion by a specific date and cannot be held responsible for any missed Client deadlines or any consequential costs involving the timing of the assignment.

5.3 If a mission is postponed by the Client and is not rescheduled due to the Client no longer requiring our services the Client will be charged to recover costs and time incurred, over and above the deposit amount received if applicable.

LIMITATIONS OF LIABILITY

6.1 The Company carries all regulatory required insurances, including Public Liability Insurance, with an indemnity of up to GBP 5 million.

6.2 There may be footage requested by the Client from specific angles and/or altitudes that may not be possible on the day of filming. In this circumstance, AHP FILM will capture the best possible alternative footage or images and these will be deemed to fulfil the requirements of the Client brief.

6.3 Due to operational limitations or other circumstances beyond our control, AHP FILM may not be able to complete a mission in part, or at all. In this circumstance, AHP FILM will refund part or all of any fee received and not accept any other liability.

6.4 The liability of AHP FILM will always be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

6.5 The Company does not accept liability for errors resulting from incomplete or inaccurate instructions from the Client's brief.

6.6 Video footage and still images are backed up and retained, but AHP FILM accepts no liability or responsibility for maintaining these archives after the work has been delivered to and accepted by the Client.

COPYRIGHT AND USAGE

7.1 Unless a transfer of copyright of the video footage and/or still images is agreed in advance with the Client, AHP FILM will retain the copyright of all filming content. The Client will retain full use of the material but will not sell or allow 3rd party companies to use it without the prior agreement of AHP FILM.

7.2 The Company reserves the right to use any of the captured video footage or still images for promotional purposes, including, but not limited to; inclusion in AHP FILM showreel, published on our website, or other online service providers.

7.3 The Company reserves the right to publish the video footage and/or images to stock libraries & social media once the footage has been published by the Client, unless agreed at the time of agreeing to these terms & conditions.

Use of 'A Higher Perspective Ltd' website(s) in conjunction with our privacy policy

GENERAL USE

8.1 By using our websites, Users accept these terms and conditions in full; accordingly, if Users disagree with these terms and conditions or any part of these terms and conditions, they must not use our websites.

8.2 The Company uses cookies; by using our websites or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

8.3 The Company may collect, retain and make use of personal data during the course of normal business activities. The types of information collected include: IP address, geographical location, referral source, number of pages viewed and time spent on the site. Cookies are used on this website.

8.4 The Company owns and controls all the copyright and other intellectual property rights in websites owned and/or operated by the Company; and all the copyright and other intellectual property rights in our website and the material on our website are reserved.

8.5 Users may view, download and /or print pages from our websites; and also stream audio and video files from our website.

8.6 Except as expressly permitted, you must not download any material from our websites or save any such material to your computer.

8.7 Except as expressly permitted, you must not edit or otherwise modify any material on our websites.

8.8 Users must not:

republish, sell, rent or sub-license material from our websites; show any material from our website in public; exploit material from our website for a commercial purpose; redistribute material from our website; take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website; use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus or other malicious computer software; conduct any systematic data collection activities on or in relation to our websites without our express written consent; use data collected from our website for any direct marketing activity (including email/SMS marketing, telemarketing and direct mailing).

8.9 The Company reserves the right to restrict access to areas of our websites, or websites, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

8.10 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

8.11 The Company does not pass any personal details collected through the websites to any third parties for marketing purposes. In the event that these information practices change at some time in the future we will update this section of the website to notify customers before we use the data gathered for these new purposes. If you feel that the website is not following our stated information policy, you may contact us at the following email address: info@ahpfilm.com

LIMITED WARRANTIES

9.1 The Company does not warrant or represent: the completeness or accuracy of the information published on our websites; that the material on the website is up to date; or that the website or any service on the website will remain available in the future.

LIMITATIONS ON LIABILITY

10.1 All content, materials and information on the Company's websites created for Users are provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

10.2 To the fullest extent permitted by applicable law, A Higher Perspective Ltd will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, profits, contracts, goodwill and/or any other economic loss).

10.3 The Company makes no warranty that the websites or any Services available on the websites will meet your requirements, that content will be accurate or reliable, that the functionality of the websites or any Services available on it will be uninterrupted or error free, that defects will be corrected or the Services or server that makes them available are free of viruses or anything else which may be harmful or destructive.

10.4 This agreement is personal to the User who may not without the Company's prior written consent a) assign or dispose of it; b) part with any interest in it; or c) grant any lease or licence or delegate any of the rights conferred by it.

10.5 Commentary and other materials posted on AHP FILM website are not intended to amount to advice on which reliance should be placed. The Company therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any website visitor, or by anyone who may be informed of any of its contents.

Use of third party websites

11.1 The Company's website includes hyperlinks to other websites owned and operated by third parties; these hyperlinks are not recommendations made by AHP FILM.

11.2 We have no control over third party websites and their contents and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Intellectual Property & Conditions of Use

12.1 The User acknowledges that AHP FILM, the Service, and all programs, data, information and other items included in the Services constitute valuable intellectual property and trade secrets of AHP FILM. The User agrees to take all reasonable steps to protect the intellectual property rights ("IPR") of the Company.

12.2 The User shall not make any use of any of the Company's IPR including without limitation any trademarks, service marks, business names, logos, designs or domain names of the Company without the prior written consent of AHP FILM.

12.3 The User will procure that it will at all times comply with the restrictions on the use of the Services set out herein or otherwise notified to them by or on behalf of AHP FILM.

12.4 None of the User, its employees or agents will use any automatic device or manual process to monitor or copy any pages of AHP FILM websites or the content contained therein other than in accordance with the proper functionality thereof nor will any of the foregoing use any device, software or routine to interfere or attempt to interfere with the proper working of the Company.

Force Majeure

13.1 The Company shall not be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control.

Entire Understanding

14.1 This agreement is the exclusive statement of the agreement between the parties related to the subject matter hereof. It supersedes all understandings and prior agreements, whether oral or written, between the parties in respect of the subject matter hereof. The parties both agree that they did not rely on any statement made by the other party before agreeing to these terms and conditions and hereby waives any remedy which might otherwise be available to them in respect of any untrue statement (whether made innocently or negligently) before agreeing to these terms and conditions.

Law & Jurisdiction

15.1 This agreement shall be governed by and construed in accordance with the laws of England, and the rules and regulations of any intermediary organisation or entity through which any Services are provided, as any of the same may be amended from time to time, and the User acknowledges that use of a Service following any amendment shall be deemed to be the User's consent to such amendment. The User hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England over any action or proceeding relating to this agreement.

15.2 The Company makes no claim that any websites created for Users are appropriate for access or use in any particular jurisdiction and cannot be held responsible for non-compliance with any local laws or regulations in relation to the contents or the Sites. Access and/or use of the Sites and their contents is at the User's own risk, and the User is responsible for compliance with the laws of any jurisdiction to which the User is subject.

Notices

16.1 Any notice given under this agreement shall be in writing and may be served by registered mail to the address provided to the Company or by e-mail provided to the Company

16.2 At each party's address for the service of notice shall be its registered address, or such other address as it specifies by notice to the other, notice shall be deemed to have been served: if served by registered mail 48 hours after it was posted; and b) if it was served by e-mail at the time of transmission.

Confidentiality

17.1 Please be assured that all enquiries will be dealt with in complete confidence and if preferred, we are happy to sign a non-disclosure agreement prior to any details of a project being discussed. Please let us know if this is something you want in place.

General

18.1 Except as expressly provided for in this agreement no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

18.2 If any provision of the agreement is declared invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

18.3 The headings are for convenience of reference and shall not affect the construction or interpretation of this agreement.

18.4 A third party who is not a party to this Contract has no right under the Contract (Rights of Third Parties) Act (Cap 53.B) (the "Act") to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Statutory and regulatory disclosures

A Higher Perspective Ltd is a company registered in England and Wales under registration number: 10162320, and our registered office is at 8 Ferring Lane, Ferring, West Sussex, BN12 6QU

A Higher Perspective Ltd is approved by the Civil Aviation Authority (CAA) as a commercial Small Unmanned Aircraft (SUA) operator with permission to conduct aerial work. CAA ID number: 3253

These terms are subject to change at any time without prior notification.

For more details please read our rate card & privacy policy.

© A Higher Perspective Ltd 2018