

Drone Videography & Photography CONTRACT TERMS AND CONDITIONS

It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective.

Booking Cost

The Booking cost secures the time and services of the Commercial Drone Pilot (The Photographer/s) to take aerial videos and aerial photos for your paid drone session. It is non-refundable or transferable if the customer, you, cancels. You will be allowed an alternative date only if the wind is too strong for the drone pilot to operate the drone, it is a snowstorm, or it is raining.

Payments

Payments must be paid in full two weeks before booking with Drones And Dresses, if you have a custom order not listed on our website. Drone session will not begin if it is not prepaid. There is no payment allowed in person.

Display

The Photographer/s may display any photographs/videos included in this contract in his/her studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows, unless customer sends an email saying not to use images/videos by the Commercial Drone Pilot (The Photographer/s) from Drones and Dresses.

<u>Images</u>

All image sizes are nominal. The Commercial Drone Pilot from Drones and Dresses will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

Retouching

A specified amount of images/videos will be retouched per client(s) packages, if needed. They will be adjusted for exposure, brightness, contrast, sharpness, etc, if needed by the Commercial Drone Pilot

Reorders

All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing and acknowledged in writing.

Copyright

Any images and videos or copies of images and videos whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of Commercial Drone Pilot (The Photographer/s) in writing.

Licence

The Commercial Drone Pilot (The Photographer/s) shall be granted artistic licence in relation to the poses photographed or used in videography and any locations used. The Commercial Drone Pilot (The Photographer/s) judgement regarding the locations/poses and number of images taken shall be deemed correct.

Attendance

In the unlikely event of the assigned Drone Photographer/Drone Videographer being unable to attend your sitting due to unforeseen circumstances, we reserve the right to offer an alternative date, and if alternative date doesn't work, you will receive payment back to your card or original form of payment.

<u>Limitation of Liability</u>

In the unlikely event of a total photographic failure or cancellation of this contract due to inclimate weather preventing drone usage, which means the Commercial Drone Pilot will have to cancel for the safety of the Client, this will result in credit for the Client to use with Drones and Dresses at a later date.

Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. All cancellations must be in writing.

Negatives/Digital Files

All Negatives/digital files remain the property of The Commercial Drone Pilot (The Photographer/s) from Drones and Dresses.

Prices

All prices are final.

*See Attendance Section applicable to Drone Photographer/Drone Videographer

Deposits

Deposits are final. No refunds.

Final Payment

Final Payment of \$125.00 must be paid by May 7, 2022.

Complaints

Any complaints should first be raised by the Client with the Photographer/s in writing within 21 days from the date of receipt of images and videos. The Commercial Drone Pilot (The Photographer/s) might re-edit one video and 5 photos if there is a problem.

Agreement

This agreement shall be governed in accordance once your checkout and purchase the drone session on Drones and Dresses website, which confirms your agreement to this contract.