

Terms & Conditions

The term "You" refers to the organisation listed on the account you have created with us and/or the client listed on this quotation. By signing the above, you confirm that you have the authority to agree to these supplier terms and confirms that you are authorised to act on behalf of that party.

The "Company" below refers to Sky Revolutions Ltd.

1. Copyright (material captured by us).

a) Drone Surveys and all survey work:

The Copyright of all material (Photographs, Images or Film) that has been captured by Sky Revolutions is solely owned by Sky Revolutions and protected under English and Welsh Law. Displaying our material without written agreement will be deemed as a breach of copyright. Upon receipt of payment in full we transfer the Copyright ownership to you. We reserve the right to use the material for promotional purposes unless you clearly specify otherwise.

b) Aerial progress images, time-lapse photography and marketing photography/film:

The entire copyright in the Photographs, Images or Film is retained by Sky Revolutions Ltd at all times throughout the world and is administered by Sky Revolutions Ltd. ii) Title to all Photographs, Images or Film remains the property of Sky Revolutions Ltd. iii) Photographs, Images or Film are licensed to you for use for a specified period. iv) Title is not transferred on payment of invoice. v) The License to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs, Images or Film before payment of invoices in full. vi) Reproduction rights may not be assigned, nor may any Photographs, Images or Film be loaned or transferred to third parties save for the purpose of the exercise by you of such reproduction rights. vii) Sky Revolutions Ltd reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by you. viii) Reproduction rights are not issued exclusively except when specified on the invoice. ix) Permission to use the Photographs, Images or Film for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. x) Unless otherwise agreed in writing, all further Licences in respect of the Photographs, Images or Film will be subject to these Terms & Conditions.

2. Copyright (material provided by you). If you provide material (video, data, audio, photographs, logos etc) for inclusion in our product, copyright must firstly be obtained from the original provider. We assume if you provide us with such material that you have obtained such permission and that we are legally allowed to use it. The material is provided to us without charge (unless specifically agreed) and you indemnify us from any future possible claims or disputes.

3. Prices. All prices quoted are subject to confirmation at the time of order and are exclusive of VAT, which will be chargeable in accordance with legislation current at the date of supply.

4. Release Authority. Where appropriate, you are to ensure that any individuals' images that are captured have given their express permission for their image to be used in the project. We will not accept liability or cost for any reproduction resulting from an individual refusing permission for their image to be used.
5. Payment terms. All invoices must be settled with 30 days from receipt. We reserve the right to add an accumulative percentage on late payments as dictated under the UK Government late payments scheme. For new clients, we may request a 50% deposit prior to any work being carried out under the terms of this contract.
6. Communication. If you do not communicate with us for a period of 14 days without explanation after full delivery of the product bought, then the project shall be deemed satisfactory and complete.
7. Health & Safety. We are responsible for the safe operation of our staff and subcontractors at all times and will produce comprehensive RAMS for each project. In all instances we reserve the right to remove any of our personnel and/ or equipment from site if we deem it to be unsafe or we are subjected to abusive or aggressive behaviour. Where appropriate we will observe your site safety rules at all times and will liaise with your health and safety representative.
8. Insurance. We carry public liability, professional indemnity and employer's liability insurance. Certificates available upon request. Upgraded, project specific, insurance can be provided upon request.
9. Unsuitable weather. In the event of unsuitable weather, we reserve the right to change the date of the project, which will in most cases delay the delivery date.
10. Project extensions. Any delays due to a lack of organisation or information provided on your part resulting in additional time on site or further site visits will incur additional charges.
11. Cancellation. If the project is cancelled after receipt of a written order or signed confirmation (including email confirmation), then any costs incurred to date will be passed on to you for payment in full.
12. Access. If sites are being organised by you, it is your responsibility to ensure that we have clear access and permission to operate at all relevant locations required including on-site parking. Delays may incur additional charges.
13. Project duration. Any indication given by us of a project duration is to be considered by you to be an estimation of the time we anticipate it will take to complete. We will do everything within our control to meet specific deadlines, providing there is clear communication. However, we cannot be held responsible for any project over-running due to circumstances beyond our control.
14. Liability. The total liability of the Company to the Customer any and all claims arising in relation to the Services or the Contract shall not exceed the Price. The Company shall not be liable to the Customer for any loss of profit, loss of revenue, loss of bargain, loss of business or contract, diminution of goodwill or for any other indirect, consequential or economic loss of any kind;

and save as expressly provided in the Contract Documentation all warranties, conditions or other terms implied by statute or common law in relation to the supply of services are hereby excluded.

Nothing in the Contract shall limit or exclude the liability of the Company:

- a) for death or personal injury resulting from the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) of the Company
- b) for fraud or fraudulent misrepresentation; or
- c) for any matter in respect of which it would be unlawful or illegal to exclude or limit its liability.

Unless otherwise expressly agreed in the Contract Documentation, the Services are provided by the Company for the sole and exclusive benefit of the Customer, and is given without liability to any third party on the part of the Company. The Customer shall fully indemnify the Company and keep the Company fully indemnified from and against any and all actions, claims, demands, costs, losses, expenses, damage or liability suffered or incurred by it as the result of any claim being made or threatened against it by any third party following the use by that third party of, or its reliance upon, the Services.

The Customer shall fully indemnify the Company and keep the Company fully indemnified from and against any and all actions, claims, demands, costs, losses, expenses, damage or liability suffered or incurred by it to the extent that the same arise as the result of any loss of or damage to any property (including property of the Company) or the death of or injury to any person (including the death of or injury to any employee or representative of the Company, to the extent that such death injury, loss or damage is sustained on the Premises or otherwise as the result of any wrongful act or omission on the part of the Customer or any person present on the Premises.

15. Security: It is assumed that we will be provided with a safe and secure site protected sufficiently.
16. Performance: The company will perform the Services subject to and in accordance with the Contract. The Company will exercise reasonable care and skill in the performance of the services. The Company will use reasonable endeavours to complete the performance of the services or any part thereof within the relevant timescales (if any) specified in the Contract Documents. However, unless otherwise expressly stated in the Contract Documents any such timescale is an estimate only and any delay in completion of the performance of the services or the relevant part thereof shall not give rise to a breach of contract on the part of the Company, neither shall the Company be liable for the consequence of the delay.

The Customer shall promptly provide to the Company such documentation, information, assistance and co-operation, in each case at the Customer's own expense, as the Company might reasonably require from time to time in order to enable it to perform the Service and comply with its own obligations under the Contract. Without limiting the generality of the above the Customer shall provide, or procure the provision of, such access to the Premises for the Company and its personnel, with or without vehicles, and at such times, as the Company shall reasonably require from time to time.

The Customer will as its own expense make available to the Company such facilities, if any, (including work space and access to telephone or computer facilities) in order to enable the Company to perform the Services as are specified in the Contract Documentation.

The Company will use reasonable endeavours to ensure that its employees and other persons acting on its behalf comply at all times with all reasonable site rules, regulations and procedures in force at the Premises which have been brought specifically to the attention of the Company prior to the coming into effect of the Contract.

No variation shall be made to the Services following the entering into of the Contract without the express prior written agreement of the parties (such consent not to be unreasonably withheld). The Company may, as a condition of its agreeing to a variation to the Services, revise the Price and the timescale (if any) specified in the Contract Documents for the performance of the Services in order to take account of any such variation.

17. Force Majeure: The Seller shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Seller's reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the Seller's workforce or a third party's), supplier of labour, failure or lack of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
18. All Terms and Conditions stated within this document are deemed acceptable to you upon receipt of a written order or signed confirmation (including email confirmation)