

These pages contain details of what **'Scene from Above'** intend to do once employed by you (hereafter referred to as 'the client') to undertake a Commission, and the 'Terms & Conditions' the client must agree to before the Commission is undertaken:

1 – Introduction

When using any service or products that 'Scene from Above' supply, you are legally bound to the following terms and conditions of business unless otherwise specifically agreed in writing. These terms and conditions may vary from time to time and 'Scene from Above' reserves the right to amend this agreement which will be re-posted on 'Scene from Above' website when required.

2 - Photographic Brief and Quotation

Before any photographic commission takes place, 'Scene from Above' shall be in possession of a clear brief and shall have agreed the price of the commission by way of a written quotation (normally supplied by email). The brief is essential in order to establish the exact objectives of the photographic session and to ensure that the site or subject to be photographed is with full permission and has been fully prepared in accordance with section 4 of these terms and conditions. If a site survey is required, the cost shall be agreed and paid prior to the commission taking place. Unless otherwise stated, the quotation shall only include the photographs being supplied in digital JPEG format via e-mail, direct transfer or CD-ROM. Photographic prints can be supplied at an additional cost to be agreed. 'Scene from Above' shall use the equipment and methods it sees fit to take the photographs in accordance with your proposed use of the images in the brief. The client retains personal reproduction rights for the photographs as stated in section 6. 'Scene from Above' reserves the right to reject any commission.

3 – Payment

'Scene from Above' will carry out a commission based upon an agreed photographic brief and submit an invoice upon completion of the commission. Unless agreed in writing, in advance, the invoice must be settled immediately and before any photographic material is released to the client. Where a commission requires additional work that cannot be completed on site, payment will be invoiced in two portions, one due on completion of the on-site work and the second on completion of the studio based work.

4 - Photographic Permission

The client shall be responsible for obtaining all relevant permission from landowners, local authorities and other individuals, corporate bodies, or government authorities that may take issue with trespass, photographic reproduction, and all other aspects of legitimacy. Permissions must be obtained prior to 'Scene from Above' arriving on site to carry out the commission. This permission shall include legal access, authority to take the commission from the owner and the police or local authority authorisation where required. In some public places or when taking aerial photographs, a licence or police authority may be required which, shall be the responsibility of the client. If all relevant permission and access is not obtained when 'Scene from Above' arrives on site, the client shall be liable for the full cost of the commission. 'Scene from Above' retains the right to make the final judgement on whether the site is suitable and safe for the photographic commission.

5 - The Commission

Once 'Scene from Above' has received a written order, the commission will take place at the agreed place, date, time and for the quoted price unless instructed in writing by either party. Any notice of

cancellation less than 24hrs prior to the agreed time shall be charged at 80% of the invoice value. All cancellations shall be in writing. The client shall be responsible for obtaining all permission and preparing the site or subject for photography prior to 'Scene from Above' arriving on site, unless otherwise agreed in writing. If the client or 'Scene from Above' are unsure about the feasibility of photographing at the location, a site survey can be arranged at an agreed fee. Once on site, 'Scene from Above' reserves the right to invoice the client at the full rate whether or not the commission is completed, unless a prior arrangement has been reached in writing. The client will also be invoiced for the full amount if 'Scene from Above' arrives at the location but cannot obtain access to the site.

6 – Copyright

At all times, 'Scene from Above' exclusively owns all copyright and intellectual property rights of all photographic material and resulting images from a commission. Personal reproduction rights of the photographic material and resulting images from the commission shall remain with the client once the invoice has been settled. The client is prohibited from altering any material supplied by 'Scene from Above' without first receiving written permission from 'Scene from Above'. Use of the commissioned material by a third party will require written permission from 'Scene from Above' along with an extra fee. 'Scene from Above' has exclusive copyright of the photographic images supplied and this allows 'Scene from Above' to use any of the images for any advertising or marketing purpose unless otherwise agreed in writing. The material produced by 'Scene from Above' cannot be used by a third party for marketing a business similar to that undertaken by 'Scene from Above'.

7 – Liabilities

'Scene from Above' will endeavour to carry out the commission as stated in the agreed brief. Whether the commission is or is not completed, 'Scene from Above' shall be limited to the fees agreed in the quotation for the specific commission, not any resulting losses or damages. Weather plays a major part in any photographic commission and is a factor that is difficult to forecast accurately. 'Scene from Above' will liaise with the client a day or 2 before the commission to establish the overall forecast for the agreed date. The commission can be cancelled due to weather forecasts up to 24 hours before the agreed time, however if both parties agree to go ahead with the commission with under 24 hours to go, the client must pay 80% of the invoice value despite the weather conditions at the time of the commission. In any circumstances where the client is not satisfied with the photographic quality or services provided, 'Scene from Above' will have the final say in the arrangement of a satisfactory outcome. 'Scene from Above' will not be liable for any financial refund but will, at its discretion redo the commission. 'Scene from Above' operates with Public Liability cover of £2,000,000 underwritten by AXA Insurance UK PLC. The client is responsible for any liability exceeding this amount unless agreed in writing, in which case 'Scene from Above' will arrange for an appropriate level of extended cover and reserves the right to pass on any associated costs to the client.