

Terms and conditions

DEPOSIT AND PAYMENT

To secure a date and confirm a booking, we require a 50% 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 and the client must fill out our 'new client form' and complete all details.

If no deposit is paid but a date is clearly reserved for a shoot, 50% 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 100% of payment will be payable. This will be invoiced after cancellation and is payable within 14 days.

Balances for filming will be issued immediately after the shoot and are to be paid within 14 days of invoice.

Post production/editing are to be paid within 14 days of invoice.

All payments are to be made using bank transfer.

A late payment fee of 5% per week applies to all transactions unless by prior agreement.

If the conclusion of a job runs over schedule for reasons in the client's control, the total outstanding balance must be paid within 30 days after filming.

We are always more than happy to provide a full no obligation estimate. By payment of deposit or accepting our terms in our 'new client form' you are agreeing to the terms stated here.

EXPENSES AND ADDITIONAL COSTS

Mileage expenses within the UK will be charged at 45p per mile. Accommodation and other expenses will be quoted and approved in advance.

Exceptional expenses may be payable by agreement, in advance. Otherwise, all expenses are to be paid within 14 days

of invoice.

On occasion it may be necessary to get special permissions from the CAA in order to fly. On such occasion's bookings will be subject to an admin fee agreed prior to the shoot. If flying abroad, we may require additional time in order to get permissions to fly. With this, there may also be additional cost. All costs quoted are exclusive of VAT.

DAY RATES

A full day is classed as 10 hours working and half days are 3.5 hours. If a day or half day is booked and the shoot runs over, then 30% of the rate will be charged for every additional hour required. This isn't the case on shoots involving multiple days.

COPYRIGHT

Unless contractually agreed prior to the commencement of filming, Stratospheric Filming will retain copyright of all our filming content. The client will get complete use of all footage we obtain for their specified projects but the client will not be able to re-sell our footage or allow 3rd party companies to use the footage without prior agreement. 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, Stratospheric Filming will need a specified date of payment in writing and until this is received, no content shall be distributed. We (Stratospheric Filming) are extremely proud of the work we do and would love to show it off. Because of this we do reserve the right to use any of the content gathered for our own promotional activities. We also reserve the right to upload our footage to stock footage libraries after the footage has been released for its original purpose. We often work with large stock footage clients and so if this does not suit your requirements, please let us know and alternative arrangements can be made.

CONFIDENTIALITY

Please be assured that all enquiries will be dealt with in complete confidence and if preferred, involved members of staff are more than happy to sign a non-disclosure agreement prior to details of the project being shared. Please let us know if this is something you would like to go ahead with.

LIMITATION OF LIABILITY

Nothing in these Conditions shall limit or exclude Stratospheric Filming's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause the above:

- (a) Stratospheric Filming shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Stratospheric Filming's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Charges for the relevant Order, with regard to which the Customer is claiming loss.

POSTPONEMENTS AND CANCELLATIONS

Naturally our work is affected by the ever-changing weather. If the shoot cannot be achieved because of the weather, then we will try our best to re-schedule the filming for another day and the deposit will be transferred. If however you no longer require our services then the deposit will be non-refundable. If we have incurred any other costs in relation to your shoot, then these costs will be invoiced within our standard terms.

COMPANY INFORMATION

Stratospheric Filming is a trading name of Drone Services Dorset with registered office address at .

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