



## **Bad Wolf Horizon Business Terms and Conditions**

**Company number:** 11246180

### **1. INTERPRETATION**

1.1 In these Terms and Conditions:

“**AGREEMENT**” means this agreement and any additional terms referenced within this agreement between the Company and the Customer under which the Services are to be supplied by the Company to the Customer;

“**DOCUMENT**” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;

“**FEES**”: The charges for the services as provided in the Schedule.

“**FORCE MAJEURE**” includes war, strikes, weather and other factors beyond the control of the Company;

“**INPUT MATERIAL**” means any Documents or other materials and any data or other information provided by the Customer relating to the Services;

“**OUTPUT MATERIAL**” means any Documents or other materials, and any data or other information designed or provided by the Company relating to the Services;

“**ORDER FORM**” the attached order form, which states the location, services, fees, dates of service, and any Customer specific requirements as agreed between the parties.

“**SERVICES**” means all or any aerial images or data, photography, video and live streaming services to be provided by the Company to the Customer as set out on the Order Form and subject to these Terms and Conditions;

“**UAS**” means unmanned Aerial Systems (also referred to as ‘drones’)

“**WRITING**” includes facsimile, email and comparable means of communication.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to writing or written includes fax and email.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### **2. SOCIAL MEDIA STREAMING SERVICES (If applicable)**

2.1 Customer will provide all requested access to Customer social media sites at least 2 days before the Date of Event and for 2 days after the end of the event.

2.2 Customer agrees, if requested, to add a Company representative as an administrator to such accounts to allow Company to edit and provide Customer with Services.

2.3 Customer will be given an opportunity to approve content provided by Company before it is uploaded and made publically viewable.

2.4 Customer is responsible for advising and providing Company with any Customer policies relating to social media use before the Date of Event.

### 3. PROVISION OF THE SERVICES

3.1 The Customer shall at its own expense supply the Company with Input Material and all necessary data or other information relating to the Services with sufficient time to enable the Company to provide the Services in accordance with this Agreement. The Customer shall ensure the accuracy of all Input Material, data and information provided.

3.2 Company requires permission from the land owner at the requested take off location. Customer will provide all reasonable assistance and information to Company to obtain the required permissions, and assist with any required information Company requests for CAA compliance. In the event of failure by the Customer to provide such information and assistance, Company may immediately terminate this agreement and any deposit paid by Customer will be forfeited.

3.3 Customer is responsible for arranging an adequate ticketing system for users, unless otherwise agreed with Company.

3.2 The Services shall be provided in accordance with the Order Form and subject to this Agreement.

3.3 Further details about the Services and advice or recommendations about their provision or utilisation, which are not given in the Order Form, Company's brochure or other promotional literature, may be made available on written request to Company.

3.4 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

3.5 Upon final completion of the Services set forth in the quotation, the Customer shall have fourteen (14) days in which to notify the Company of any problems with the Services provided. If the Company is not notified of any problems within this time period, the Service performed shall be deemed accepted.

3.6 Company is not responsible for the popularity of any event, and Customer agrees no reduction in Fees will be due to Customer in the event of poor uptake of the Services or popularity and attendance of events.

3.7 Company will remain professional and polite at all times, however, Company reserves the right to refuse to allow any user to utilise the Services at Company's reasonable and lawful discretion.

3.8 Company is responsible for ensuring all Services are performed in accordance with applicable laws and regulations, including but not limited to, CAA guidelines and requirements.

3.9 Company will not operate any UAS outside of bounds unless permitted by law and agreed with the Customer.

3.10 Company will notify Customer in advance and obtain approval, for any promotional or advertising materials produced by Company, in advance of making such material public.

3.11 The Company's catalogues, brochures, leaflets or correspondence are for guidance only and are not binding and reasonable variations may be made to the Services, without notice.

3.12 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

#### **4. CONDITIONS AND WARRANTIES**

4.1 UAS are subject to adverse weather conditions. Company may be unable to perform Services in the event of excessively high wind-speed or rain. The Company cannot therefore be held liable for failure to provide Services as agreed with the Customer in these circumstances. In the event of failure to provide the Services, the Service date will be rescheduled at no extra cost. In the event of failure to provide the Services, which cannot be rescheduled, a full refund will be provided. The Customer accepts the limitations on the provision of UAS-based services.

4.2 The Company warrants that the Services shall be completed according to industry standards where applicable. However, Company accepts no liability for errors in Output Material when the Input Material is compiled by a Customer or any third party and not supplied by Company.

4.3 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

4.4 The Company shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

4.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services and the entire liability of the Company under or in connection with the Contract shall not exceed the price for the Services, except as expressly provided in this Agreement.

4.6 In the event Company is unable to perform the Services in whole or in part, due to Company or Customer equipment being defective or damaged due to Company's willful misconduct or negligence, Customer's sole remedy is limited to the full amount of the Fee for that Service. In the event such inability is due to Customer's willful misconduct or negligence, then the full Fee will be due.

#### **5. INTELLECTUAL PROPERTY**

5.1 The Property and any copyright or other intellectual property rights in any Input Material shall belong to the Customer.

5.2 The property and any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to the right of the Customer to use the Output Material for the purposes of utilising the Services.

5.3 Subject to written agreement, Company can provide promotional videos for Customer promotion purposes as part of the Services. Such promotional materials will remain the property of Company, however, Company grants Customer a non-exclusive, worldwide license to use the promotion video for commercial purposes.

## 6. FEES

6.1 The Company reserves the right, by giving notice to the Customer at any time before date of Event, to increase the price for Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

6.2 The price payable for Services shall be specified in the Order Form.

6.3 Unless otherwise stated in writing by the Company, any quotes, tenders, invoices or other financial documents are confidential between the Company and the Customer and as such will not be divulged to any other company or third party.

## 7. PAYMENT

7.1 Payment for all Services shall be made within 14 days from the date of the Company's invoice or at least 14 days before the Date of Event (whichever is earlier), unless otherwise specified.

7.2 Any deposit required for the Services will be due upon execution of the Order Form.

## 8. FORCE MAJEURE

8.1 If performance of the Company's obligations is delayed or hindered by circumstances outside the Company's control amounting to Force Majeure, the following provisions shall apply:

a) The Company will as soon as reasonably practicable give the Customer notice of the reasons for the delay or hindrance. However failure to give notice will not prevent the Company relying on the remaining provisions of this clause and the Company will incur no liability for failure to give such notice.

b) The Company's duty to perform shall be suspended for as long as the circumstances amounting to force majeure continue, and the time for performance of the Company's obligations shall be extended by a period equal to the duration of those circumstances. In the event of failure to

provide the Services, which cannot be rescheduled, a full refund will be provided.

8.2 If the Force Majeure prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than 2 weeks, Customer may terminate this agreement by giving written notice to the Company.

## 9. TERMINATION

9.1 Either party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice to the other if the other commits any breach of this Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

9.2 If the Customer shall, if in the case of an individual, allow the occurrence of any grounds for the presentation of a petition for a Bankruptcy Order made under Part IX, Chapter 1, Insolvency Act 1986 or any statutory enactment or modification thereto or shall a petition for such an order presented against him, or if in the case of an company it shall an Administrator, Administrative Receiver or Receiver and Manager appointed or an encumbrance takes possession of the whole or any part of its assets or makes any arrangement with its creditors or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) the Company shall be at liberty by notice in writing to cancel all Contracts without prejudice to any right or remedy which shall be accrued or shall accrue thereafter to the Company. In such circumstances if the Services have already been rendered but not paid for the price shall become immediately payable notwithstanding Condition 9 of these Conditions or any other agreement or arrangement to the contrary.

9.3 Company may terminate this Agreement for any or no reason, by providing Customer with at least 14 days prior written notice.

9.4 Customer may terminate this agreement for any reason, by providing Company with at least 30 days' prior written notice. In the event of the Customer providing less than 30 days prior written notice, the deposit will not be refunded.

## 10. MISCELLANEOUS

10.1 Entire agreement. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10.2 Conflict. If there is an inconsistency between any of the provisions of this agreement and the provisions of the Order Form, the provisions of the Order Form shall prevail.

10.3 Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 Rights and remedies. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10.6 Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

10.7 No partnership or agency. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

10.8 Notices. Any notice given to a party under or in connection with this agreement shall be in

writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10.10 Third party rights. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10.11 Governing law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

10.13 Term. This Agreement will commence on the Agreement Date and will expire on completion of the Services unless terminated sooner in accordance with this Agreement.