



# Fluid HD Ltd Terms and Conditions

1st January 2021

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**Fluid HD Ltd**  
7 Wicker Arches, Walker Street  
Sheffield, S3 8GZ  
**T: 0845 225 5849 W: <http://www.fluidhd.com>**  
*Company No. 4445170 VAT No. 804373936*



## **Fluid HD LIMITED TERMS & CONDITIONS**

1. Definitions - in these Terms & Conditions the following words shall have the following meaning: -

"Fluid HD", "Fluid" "Company", "Us", "We", "Our" or variations thereof shall mean Fluid HD Limited (Company Number 4445170).

"Services", "Goods" mean the video or photography services that we agree to supply you.

"The Customer", "You", "Your", "Purchaser", "Client" or variations thereof shall mean the person, firm or Company with whom Fluid HD Limited contracts.

### **BASIS OF CONTRACT FOR SERVICES**

2. Any services we contract to supply must be ordered and accepted in writing and will be subject to these Terms & Conditions. Any subsequent variation to the services must be agreed in writing between us.

3. The company reserves the right to accept or refuse service and sales for any reason and at any time. The company reserves the right to require additional verifications or information from the purchaser before accepting any order or providing services. You agree that the receipt by Fluid of any written order (electronic, written or printed) does not indicate our acceptance of the purchaser's order; neither does it constitute confirmation of our offer to sell.

3 Orders will only be regarded as confirmed once Fluid has accepted the order in writing.

4. Written quotations are valid for 30 days and will be supplied for all work on receipt of a clear and accurate written brief from the Client. Written briefs are required to ensure video objectives are well defined for both the Client and Fluid and to avoid errors. For Aerial Video the brief may need to include, but is not limited to, full postal address with postcode, details of land ownership, maps, site plans with boundaries and the North compass bearing clearly marked, Ordnance Survey Grid references (6-figure) and any other material required to accurately identify the site from the air.

4.1. The quotation and fee will be inclusive of all preparatory work, provision of any written documentation, risk assessments, or permission required (e.g. by the Civil Aviation Authority, Air Traffic Control and Police. Landowner permission is excluded and is to be provided by the client), travel and accommodation (where necessary) and post-production processing work (not normally included) and digital delivery of images. For UAV work, unless otherwise stated, the quotation will be for the amount of aerial video reasonably achievable within the agreed timeframes.



4.2. Quotations are only valid for the agreed brief as supplied by the client and accepted, in writing, by the company. Alterations and/or modifications to the brief may, at the sole discretion of Fluid, directly reflect the value of the quotation. Alterations and/or modifications may cause the quotation to increase in price. Any alterations and/or modifications to the brief will only be valid in the event that Fluid issues an amended contract to the client and that the client accepts the new contract in writing. In the eventuality that an amended quote is supplied by Fluid and not accepted by the client, the initial contract will be unaltered and legally binding.

4.3. All pre flight costs, to be incurred by Fluid, will be included in the quotation. These costs, once incurred, are non-refundable.

5. Terms of payment are within Fluid's sole discretion, and, unless otherwise agreed to in writing by Fluid, 50% of the filming costs are due before work commences. the remaining 50% is due no more than 30 days NET after the project is completed. Fluid reserves the right to add statutory Late Payment Interest (Bank of England Base Lending Rate + 8%) to overdue accounts [Late Payment of Commercial Debts (Interest) Act 1998].

6. Delivery of Services – Our productions can be affected by conditions out with the control of Fluids including but not limited to the weather, mechanical failure, geographical and environmental factors. For aerial video we also operate within explicit parameters set by the Civil Aviation Authority concerning safe and legal flying of unmanned aircraft. Should Fluid decide, on the agreed date, that services cannot be carried out the services will be re-scheduled. Should it not be possible for the services to be rescheduled, Fluid will issue a refund as per our cancellation policy. The company shall attempt to carry out Fluid Terms and conditions whenever possible.

#### 7. Cancellation policy

(a) Cancellation by us – In certain circumstances, we may be unable to perform the services contracted for reasons detailed in clause 6. Furthermore, for aerial video services there may be occasions when we are unable to perform the services due to the rules and regulations made by the Civil Aviation Authority concerning aerial photography. In any or all of these circumstances where we are unable to carry out the services then we have the right to terminate the contract for the provision of services without financial penalty on our part. In that event you will agree that our decision does not amount to a breach of contract and that you will not be entitled to compensation or damages for breach of contract.

(b) Cancellation by you - any notice of cancellation of the contract must be received in writing by us from you. Unless we agree in writing otherwise you will be responsible for payment of a cancellation fee equivalent to twenty per cent of the Service Contract amount for any cancellation where we have received notification of your cancellation with more than 2 (two) days notice. You will be responsible for payment of a cancellation fee equivalent to fifty per cent of the service contract amount for cancellations received with 2 (two) or less days.



You will be liable to pay, in full, any costs incurred by us for services provided prior to the agreed date of the operation. This includes but is not limited to travel costs, accommodation, site assessments, permissions applied for and any other costs that have been agreed in advance in writing.

(c) Cancellation recommended by us - In the event that Fluid advises you that a production needs to be cancelled and you continue to request the company to attend the site, full payment will be due, irrespective of whether or not any production is undertaken or imagery or video recorded.

(d) Cancellation due to reasons that only become evident once on site or for reasons that we were not advised of beforehand then the full cost will remain due for payment. Fluid may, at its sole discretion, offer a discount on a reshoot should one be scheduled.

### **COPYRIGHT**

7. All data, video material remains the property of Fluid HD Limited. Upon payment, of the full contractual price, Fluid HD Limited permits the client to use the data, photographic or video material for their own personal or business use including promotional, educational, marketing and training purposes. The client is not permitted to re-sell the data, photographic or video material to any 3<sup>rd</sup> party. In all time coming, Fluid HD will be allowed to use any of the data for our own business purposes.

8. Performance of services - your contract for the performance of the services is exclusively with Fluid HD Limited. All work undertaken by us for you in performance of the contract, whether that is by any individual or other company, is carried out solely on behalf of Fluid HD Limited

9. General conditions:

(i) We shall provide you with the contracted data and images upon payment of the contractual price. The company accepts no responsibility nor liability for maintaining archive copies of data after the contract has been performed.

(ii) We shall not be responsible for any losses which arise directly or indirectly from the performance of the services except insofar as they are caused by the fault or negligence of our employees or contractors. You will keep free, relieve and indemnify us in respect of any losses, claims by third parties or other claims which are made as a result of any act, failure or omission on your part whilst we carry out the services. We accept no liability for delay or non-fulfilment of any terms of the contract by us caused wholly or in part by any "act of God" or any other occurrence which is not wholly in our control including, without prejudice to the foregoing generality, mechanical failure, adverse weather, geographical or environmental conditions, any war, strikes, pandemics, lock outs, accidents, fire, scarcity of materials or other causes not within our direct control.

10. Legal basis of contract - unless agreed in writing between us and you the Terms & Conditions of this Contract cannot be amended. The Contract shall be construed in accordance with UK Law and you and we agree to submit to the exclusive jurisdiction of any Court of competent jurisdiction in the UK.