

Flying Camera Company

Additional Terms and Conditions of Business: Aerial Operations

In these Conditions Flying Camera Crew Ltd is referred to as 'the Company' and the Company, person or firm is referred to as 'the Hirer'. 'Pilot-in-Charge' refers to the BNUC-s qualified person who is in charge of the Aircraft. Any other equipment supplier engaged by or including the Hirer shall be referred to as '3rd Party'.

1. TERMS

The Hirer acknowledges and agrees that the delivery of any Services may be dependent upon the company's obligations to comply with its Civil Aviation Authority (CAA) permissions to conduct Aerial Work. Furthermore the Hirer acknowledges that:

a. Permission from the CAA, local Police, other authorities and relevant landowners, when needed, can take considerable time.

b. All Services are subject to the Hirer obtaining permission from landowners and legal access from which to safely operate;

c. Certain shots from specific locations, directions and heights, may not be possible on the day for various operational reasons. In such cases, the hirer agrees to grant the company full creative license to provide the best possible alternative shot(s). The hirer agrees that these will be deemed to fulfill the obligations of the company;

d. All outdoor location aerial operations are dependent upon suitable weather conditions and forecasting;

e. The Hirer agrees that the Company shall charge for all equipment, crew and additional costs even if aerial operations are not possible due to unforeseen circumstances, such as weather or other conditions beyond the control of the Pilot-in-Charge.

f. The Hirer agrees that the Pilot-in-Charge has full and final decision-making powers at all times whilst the aircraft is operational.

g. The Hirer hereby acknowledges the flight and operational restrictions set out in the clause above and that the Company cannot be held liable for any delay in the provision of the Services as a result of delays or change caused by such restrictions.

h. The Company has a 24 hour cancelation policy. The Hirer agrees that the Company shall charge for all equipment, crew and additional costs if aerial operations are cancelled within a 24 hour period once the Company has been booked.

2. THE COMPANIES AND THE HIRER'S LIABILITIES

Where in these Conditions the liability of the Company in respect of any loss or damage is excluded or modified in any way, the Company does not intend or seek to purport thereby to exclude, restrict or modify its liability for the death or personal injury to any person resulting from negligence as defined in section (1) of the Unfair Contract Terms Act 1977 and these conditions shall have effect accordingly:

a. The Hirer hereby acknowledges and agrees that the Company shall not in any circumstances be liable for loss or damage of any kind, howsoever caused, even where such loss or damage shall have

been caused or contributed to by the negligence of the Company (including loss or damage to 3rd party equipment attached to the Aircraft, including but not limited to, cameras, lenses, magnetic tape, optical/magnetic disk, or solid state recording devices supplied by the Hirer or entrusted to the Company by the Hirer). The Company shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.

b. The Hirer hereby acknowledges and agrees that the Company shall not in any circumstances be liable for loss or damage to 3rd party equipment caused by electronic power surges or shortages, magnetic fields or other electronic interference.

c. The Hirer shall be required to insure its materials and its work, recordings, artistes and general operations against any loss, damage or liability caused by or arising out of or in connection with equipment, materials or services supplied by the company or any contract with the Company.

d. If the Hirer chooses to have their own, or 3rd party equipment, attached to the Aircraft covered by the Companies UAV insurance the Hirer will be liable for the excess, on said equipment, on any insurance claim resulting from loss or damage of any kind, howsoever caused, even where such loss or damage shall have been caused or contributed to by the negligence of the Company.

KEY POINTS:

- Flying Camera Crew Ltd is not responsible for any equipment supplied by the Hirer. This includes damage to, loss of, or on going rental charges for any Camera or Lens unless they have been supplied and invoiced for by the Company.
- The Hirer understands that the first concern of the Company and Pilot-in-Charge is the safety of the public, cast, crew and equipment. They will not fly unless it is deemed safe to do so.
- The Pilot-in-Charge will provide a safety briefing to all cast and crew; they must follow the instructions of the Pilot at all times when the aircraft is operational.
- The Hirer is liable for the excess on all 3rd party equipment attached to the Aircraft if it is to be covered under the Companies UAV insurance.