

VisionSpectra Standard Service Terms and Conditions

Introduction

These Terms and Conditions govern the provision of drone-based services by VisionSpectra ("Provider") to you ("Client"). By engaging our services, you agree to be bound by these terms.

1. Definitions and Interpretations

Definitions:

"Agreement" refers to the contract formed between VisionSpectra and the Client upon the acceptance of these terms.

"Services" encompass all drone-based activities, including but not limited to aerial photography, videography, inspections, surveying, and environmental monitoring.

"Deliverables" refer to all outputs generated as a result of the Services provided.

Interpretations:

Headings are for convenience only and shall not affect the interpretation of these terms. Words imparting the singular shall include the plural and vice versa.

2. Services Provided

VisionSpectra offers specialized drone services, including [REDACTED] but not limited to aerial photography/videography, inspections, surveying, and environmental monitoring. Services are provided using advanced drone technology and are subject to the terms herein.

Customization: Services can be customized to meet specific client requirements. Details of such customized services will be outlined in the project-specific agreement.

3. Fees and Payment

Pricing Structure: Fees for our services are determined based on the type of service provided, the complexity of the project, and other factors as described in our pricing schedule or project agreement.

Invoicing and Payment Terms: Payment is due within 30 days of receipt of invoice, unless otherwise specified, which will be issued upon completion of services unless otherwise stated. Payments are accepted via bank transfer, credit card, or other pre-arranged payment methods.

Late Payment: Payments not made within 30 days of invoicing will accrue interest at a rate of 1% per month on the outstanding balance.

Additional Costs: Any additional costs incurred during the provision of services, such as travel expenses or special permits, will be communicated to the Client and invoiced separately.

4. Client Obligations

Site Access and Permissions: The Client is responsible for ensuring that VisionSpectra has access to all necessary sites. The Client is advised to obtain permission from landowners prior to the commencement of services. If VisionSpectra needs to obtain such permissions, additional costs and project delays may occur.

Safety and Hazard Notification: The Client must inform VisionSpectra of any on-site hazards, such as power lines, animals, or other risks that could impact drone operations. VisionSpectra will be responsible for checking airspace rules and regulations to ensure compliance.

Accurate Project Descriptions and Requirements: The Client is responsible for providing VisionSpectra with complete and accurate project descriptions and requirements prior to the commencement of services. This includes specific goals, expectations, and any potential obstacles that could affect service delivery.

5. Cancellation and Rescheduling

Client Cancellation: Clients may cancel services by providing at least 48 hours' notice. Cancellations made less than 48 hours prior to a scheduled service may incur a cancellation fee of 25% of the service cost.

Provider Rescheduling: VisionSpectra reserves the right to reschedule services due to adverse weather conditions, equipment malfunction, or other unforeseen circumstances. In such cases, VisionSpectra will work with the Client to reschedule at the earliest convenience.

6. Liability and Indemnification

Limitation of Liability: VisionSpectra's liability in connection with the services shall be limited to the total amount paid by the Client for the services rendered. VisionSpectra shall not be liable for any indirect, incidental, or consequential damages.

Insurance Coverage: VisionSpectra maintains comprehensive liability insurance to cover any damages or losses caused by accidents or incidents during the provision of our services. In the event of an accident resulting in damage to property or injury, VisionSpectra's insurance will cover the associated costs, subject to the terms and limits of the insurance policy.

Indemnification: The Client agrees to indemnify and hold harmless VisionSpectra and its employees, agents, and subcontractors from any claims arising out of the Client's breach of these terms or misuse of the service, except where such claims are covered by VisionSpectra's insurance.

Insurance Proof: Proof of insurance coverage can be provided to the Client upon request, ensuring transparency and confidence in VisionSpectra's ability to manage and mitigate risks effectively.

7. Intellectual Property

Ownership of Outputs: All data, photographs, videos, and other outputs generated by VisionSpectra during the provision of services remain the property of VisionSpectra.

Use of Outputs: The Client is granted a non-exclusive, non-transferable license to use the outputs solely for the purpose outlined in the service agreement.

Intellectual Property Rights: VisionSpectra retains all intellectual property rights in the methodologies, techniques, and processes used in performing the services.

8. Confidentiality

Protection of Confidential Information: Both parties agree to maintain the confidentiality of information disclosed during the course of the service and to use such information solely in connection with the services.

Use of Information: Confidential information will only be used to carry out the services and will not be disclosed to any third party without the Client's explicit consent.

Exclusivity and Additional Costs: If a project is agreed upon as confidential in nature, VisionSpectra offers an option for exclusivity, meaning that all content captured during such projects will not be shared or used beyond the client's specific needs. This exclusivity is available for an additional cost, and details must be specified and agreed upon in the service agreement.

Secure Handling: VisionSpectra commits to secure handling and storage of all confidential information and content to prevent unauthorized access or leakage.

9. Termination

Termination Clauses: Either party may terminate the agreement with immediate effect in the event of a material breach of these terms by the other party.

Termination for Convenience: Either party may terminate the agreement for convenience with 30 days' written notice. In such cases, the Client will be responsible for payment of all services rendered up to the date of termination.

10. Dispute Resolution

Governing Law and Jurisdiction: These terms and conditions are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

Arbitration or Mediation: Any disputes arising under these terms will be resolved through arbitration or mediation, prior to any litigation.

Escalation Procedure: Parties agree to escalate any unresolved disputes to senior management of both parties before seeking arbitration or litigation.

11. General Provisions

Amendments: These terms may be amended only by written agreement signed by both parties.

Severability: If any provision of these terms is found to be invalid, the remainder of the terms will continue in effect.

Post-Production Services: Unless otherwise specified in the service agreement, all content delivered by VisionSpectra will be provided as RAW, unedited files. Post-production services, including but not limited to editing, color grading, and adding effects, are available as an optional extra and will be billed separately. Clients must specify their need for these services at the time of booking.

Post-Production Exclusivity: Clients may opt for exclusive rights to the content captured by VisionSpectra for an additional fee, ensuring that the material is not used or shared by VisionSpectra with any other party. This exclusivity agreement must be made in writing prior to the commencement of services.

Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations under these terms if such delay or failure is due to causes beyond its reasonable control, including but not limited to natural disasters, war, or strikes.

12. Contact Information

For Assistance: For questions or further information regarding these terms, please contact us at enquiries@visionspectra.co.uk.

13. Data Protection

Data Handling: VisionSpectra is committed to handling all personal data in compliance with applicable data protection laws and regulations.

Client Data: Any personal data provided by the Client will be used solely for the purpose of providing the Services and will not be shared with third parties without the Client's explicit consent.

14. Compliance and Ethics

Legal Compliance: VisionSpectra will perform all Services in compliance with applicable laws, regulations, and industry standards.

Ethical Conduct: VisionSpectra commits to conducting its business in an ethical manner, respecting client confidentiality, and ensuring fair treatment of all stakeholders.