

Alan Newbould
Garden & Landscape Design,
Norcroft,
Calton,
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These Terms & Conditions apply to:

- **The use of Small Unmanned Aircraft (SUA) / Small Unmanned Surveillance Aircraft (SUSA) for aerial imaging, videography and data gathering.**

Safety is of paramount importance when using SUA/SUSA in any environment and forward planning is vital. Site safety is equally important.

Documents detailing Alan Newbould's CAA (Civil Aviation Authority) permissions and insurance complying with Regulation (EC)785/2004 as required by the CAA will be made available to clients.

Additional to Landscape Design, Alan Newbould has permission from the CAA to use SUA/SUSA for a vast range of projects, this may be aerial photographs of your house or property, landscape imagery, surveying work or video for advertising or website purposes.

1a. Definitions: 'The Client' means the person or persons that request or commission Alan Newbould Garden & Landscape Design to carry out work.

1b. Definitions: 'Site' defines the physical location the work is to take place.

1c. Definitions: 'Site Work' means work undertaken on a garden/landscape/building site for the purposes of design or construction of a specific project. 'Site Work' excludes the use of data gathered by the SUA/SUSA for the purposes of advertising with Estate Agents, Retail or Creating Revenue in whatever form. **Any non-site work** falls under Additional aerial photography/videography/data gathering (covering images/video/data) as specified in additional clauses detailed in this document.

2. This agreement will be presented by email or in writing to The Client prior to any works commencing and can be downloaded from www.alannewbould.com

3. It is at Alan Newbould's discretion to decide whether a Site is suitable for the use of SUA/SUSA including but not limited to: Suitability for the project, compliance with regulations, Site safety & flight safety.

4. It is very important and the responsibility of The Client to ensure we are informed of any special/statutory Bylaws/Conditions/Permissions that may relate to the Site and which they are aware of.

5. We accept no responsibility for works that have been carried out on land that is not under the ownership of The Client and it is assumed that all planning laws or regulations have been applied before commencement of any works.

6. If necessary Alan Newbould will and can make a free Site visit to assess the suitability of a site/project. The Client will make the Site accessible if a preliminary assessment is deemed necessary.

7. Alan Newbould reserves the right to cancel, postpone or choose another date/time for a SUA/SUAS flight for whatever reason. This may include, but not limited to, changes to weather (rain, snow, wind, low temperatures etc), notification of additional flights in the same area (Notam), unforeseen legal changes, or changes to Site/Client specification.

8. For safety reasons Alan Newbould asks all people/workers on Site to respect the flight of a SUA/SUAS before, during and after a flight.

9. In order to safely gather the necessary images/data as is practically possible from a Site the length of a time a flight(s) of a SUA/SUSA takes is at the discretion of Alan Newbould.

Either:

10a. **When used for garden/landscape design**, all Site Work images/video/data are subject to copyright ©Alan Newbould with a licence granted for the use of the images/video/data for the purposes of garden/landscape/design/construction. Licences for the use of images/video/data for advertising with/by Estate Agents, Retail or Creating Revenue (i.e. re-selling the images, broadcasting, youtube, publishing, etc) in whatever form require specific licences which may have additional fees.

10b. **When used for non-Site Work (i.e. not related to garden/landscape design/construction)**, Additional aerial photography/videography/data gathering (covering images/video/data) (excluding paragraph 10a) are copyright ©Alan Newbould. Personal Licences are automatically granted for the use of the gathered images/video/data for website, advertising, brochures etc. Additional licences may be granted upon request depending upon the intended use. Licences for the use of images/video/data for advertising with/by Estate Agents, Retail or Creating Revenue (i.e. re-selling the images, broadcasting, youtube, publishing etc) in whatever form require specific licences which may have additional fees.

12. Prices and Costs can be found online at www.alannewbould.com . All fees and charges will be based on known conditions at the time of being requested. All work is fully chargeable. All data remains the property of Alan Newbould or the supplier, or the Contactor, until paid for in full. If necessary travel time is charged at the stated hourly rate.

13. Images and video are digitally supplied to The Client as recorded from the SUA/SUSA and are unedited. If editing is required then additional fees can be negotiated. Site Work images for landscape/garden design purposes generally require no editing.

14. **For Site Work**, Fees for SUA/SUSA use are itemised and invoiced within the overall invoice from Alan Newbould and are due upon presentation of the invoice.

15. **Excluding Site Work**, Fees for SUA/SUSA use for images/video/data gathering are invoiced as a 50% deposit with balance due upon presentation of the invoice.

16. Cancellations (excluding Site Work) are required at least 48 hours in advance for deposits to be returned.

17. Any additions and/or alterations to the schedule/design/specification of the original request shall be properly treated as variations and subject to written instructions.

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