

TASK BRIEF / APPLICATION FORM / QUOTE FORM FOR UAV IMAGERY AND PROCESSING

 Agency Name _____ Agency Contact email _____
 Agency Address _____ Agency Contact Telephone _____
 Agency Contact Mobile _____

Details of Invoicing / Bill Payment process. Please include contact name, address and whether Quote, Purchase Order or Invoice is required.

 Request for Feasibility Study
 Request for Imagery / Survey
 Request for Post Processing
 Location of Study/Survey _____
 Landowner Details _____

Camera Output/Image Resolution
 jpg
 RAW
 1cm
 0.1 cm
 Infra Red
 Oblique Imagery
 Video

Processed Imagery Required
 Orthorectified
 Georeferenced
 3D
 GPS/GEO accuracy
 5m
 1m
 Rectified to Current Imagery
 other _____

Processed Imagery GIS Output Type
 .ecw ARC GIS
 .tab MAPINFO
 other _____

Date of Study/Survey or period in which required

Additional information to support brief

 I have read and agree to Blue River Studios Terms and Conditions overleaf

Signed _____

For (Agency) _____

Date _____

TERMS AND CONDITIONS

1. DEFINITIONS

For the purpose of this agreement the "Agency" shall where the context so admits include its respective assignees, sub-licenses and successors in title. "Photographs" and "Images" means all photographic material, electronically processed or otherwise, furnished by Blue River Studios whether transparencies, negatives, prints or any other type of physical or electronic material. "Flight Mission" means the period time from take off to landing of the UAV flight(s) in which imagery for the Agency occurs.

2. COPYRIGHT

The entire copyright of Photographs and Images is retained by Blue River Studios at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all Photographs and Images remains the property of Blue River Studios. When the Licence to Use the material has expired the material must be deleted, destroyed or returned to Blue River Studios unless the Licence to Use is for twenty five years whereby title to material ceases and ownership comes into the public domain.

4. USE

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the images without the express permission of Blue River Studios. Any permission that may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation. The License only applies to the Agency and product as stated on the front of the form and its benefit shall not be assigned to any third party without Blue River Studios permission. Accordingly, even when any form of "all media" License is granted Blue River Studios permission must be obtained before any use the of Photographs or Images for other purposes eg use in relation to another product or sublicensing through an image library. Permission to use the Photographs or Images for purposes outside the terms of the License will normally be granted on payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licenses in respect of Photographs or Images will be subject to these terms and conditions.

5. EXCLUSIVITY

The Agency will be authorised to publish the Photographs or Images under the terms of the License to the exclusion of all other persons except Blue River Studios. Blue River Studios retains the right in all cases to use the Photographs or Images in any manner at any time and in any part of the world for the purpose of advertising or otherwise promoting Blue River Studios work.

6. CLIENT CONFIDENTIALITY

Blue River Studios will keep confidential and will not disclose to any third parties or make use of material or information communicated to it in confidence for the purpose of the Photography or Imagery, save as may be reasonably necessary to enable Blue River Studios to carry out its obligations in relation to the commission.

7. INDEMNITY

Blue River Studios agrees to indemnify the Agency against all expenses, damages, claims and legal costs arising out of any failure by Blue River Studios to obtain any Flight Mission clearances for which it was responsible. Blue River Studios also agrees to indemnify the Agency against all expenses, damages, claims and legal costs arising out of any failure by Blue River Studios to obtain any clearances for which it was responsible in respect of third party copyright works, trade marks, designs and other intellectual property. Blue River Studios shall only be responsible for obtaining such clearances in respect of third party copyright works, trade marks, designs and other intellectual property if this has been expressly agreed before the acceptance of the brief. In all other cases the Agency shall be responsible for obtaining such clearances and will indemnify Blue River Studios against all expenses, damages claims and legal costs arising out of any failure to obtain such clearances.

8. PAYMENT

Payment by the Agency will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid within 30 days Blue River Studios reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the payment is made.

9. EXPENSES

Where extra expenses or time are incurred by Blue River Studios as a result of alterations to the original brief by the Agency or otherwise at their request the Agency shall give approval to and be liable to pay such extra expenses or fees at Blue River Studios normal rate to Blue River Studios in addition to the expenses shown overleaf as having been agreed or estimated.

10. REJECTION

Unless a rejection fee has been agreed in advance there is no right to reject on the basis of image quality, resolution or composition.

11. CANCELLATION & POSTPONEMENT

A Flight Mission booking is considered firm as from the date of confirmation and according to Blue River Studios will, at Blue River Studios discretion, charge a fee for cancellation or postponement.

12. RIGHT TO A CREDIT

If the box on the License marked "Right to a Credit" has been ticked Blue River Studios name will be printed on or in reasonable proximity to all published reproductions of the Photographs or Images. By ticking the box overleaf Blue River Studios also asserts its statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

13. ELECTRONIC STORAGE

Images may be stored on any electronic medium employed by the Agency or its licensed associates.

14. APPLICABLE LAW

This agreement shall be governed by the laws of England and Wales.

15. VARIATION

These Terms and Conditions shall not be varied except by writing in agreement.