

Standard Terms and Conditions

1. Engagement of Aerophotoworks

- 1.1 In consideration of the full and timely performance by the Client of its obligations under this Agreement, Aerophotoworks agrees to provide its non-exclusive professional photography services to the Client throughout the Territory for the duration as set out in the Quotation Form.
- 1.2 The Client undertakes that the products of the services (the “**Works**”) provided by Aerophotoworks under this Agreement shall not be used in a manner which will expose Aerophotoworks to any civil or criminal proceedings.
- 1.3 Aerophotoworks agrees hereunder, upon full payment by the Client of all fees payable, to license to the Client the right to reproduce; publish and communicate the Works taken under the Project in the medium, within the territories and within the term as stated in the Quotation Form only. All other property or copyright in any Works are retained by Aerophotoworks.
- 1.4 Any licence granted is personal to the Client and may not be assigned, nor may any part of the Works be loaned or transferred to third parties save for the purpose of the exercise by the Client of such licence.
- 1.5 For the avoidance of doubt, the Client's rights to reproduce; publish; or communicate a picture arises only when Aerophotoworks's invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any use or reproduction before full payment of the invoice shall, without prejudice to Aerophotoworks's other rights under any law, constitute an infringement of the copyright in the Works; and also a breach of this Agreement entitling Aerophotoworks to rescind the Agreement and rendering the Client liable for the payment of damages.

2. Incidental costs

- 2.1 Incidental costs which may be incurred by Aerophotoworks in the performance of its services to the Client have been excluded in the Quotation. All such costs incurred by Aerophotoworks in the course of the Project are to be borne solely by the Client. The Client shall make reimbursement to Aerophotoworks of all expenses within seven (7) days from receipt of an invoice reflecting the same from Aerophotoworks.
- 2.2 It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for the Works are obtained, and it is acknowledged that Aerophotoworks, said as otherwise agreed in writing, gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art; or any other forms of intellectual property depicted in any part of the Works. The Client shall indemnify Aerophotoworks against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.
- 2.3 The Client shall, at its own costs, take out appropriate insurances in respect of the Project including, without limitation, accident; overseas medical; personal safety; disability and property insurances for the Photographer and all members of the crew involved in the Project.

3. Payment

50% of Aerophotoworks's fees is payable upon the Client's endorsement of the Quotation Form. The balance 50% is payable fourteen (14) days after last day of shoot.

A 2% interest will be levied per month on the amount outstanding after 45 days until full payment is made and Aerophotoworks reserves the right to take legal actions for any non-payment and for the corresponding copyright infringement in accordance with Clause 1.5, above.

4. Cancellation

Any cancellation of services by the Client for any reason whatsoever -

- (a) within 48 hours from the scheduled first shoot day will carry a cancellation fee of 50% of the quoted fees; and
- (b) made during or after the shoot day/s will carry a cancellation fee of 100% of the quoted fees.
- (c) In the case of bad weather preventing photography on the day of the shoot, a maximum of 2 hours wait time will be given to wait for the weather to clear. If the weather does not improve and the shoot does not proceed, the 50% cancellation fee will apply.

5. Contingency

In the unlikely event the photographer named is unable to attend the Project due to illness or any other unforeseen circumstances preventing his attendance, Aerophotoworks reserves the right to provide a suitable replacement photographer to complete the job. In the event no photographer is available, no fee will be charged to the client.

6. Early completion of Project

In the event Aerophotoworks completes the Project earlier than the date stated in the Quotation Form, the total amount of Aerophotoworks's fees shall still apply.

7. Postponement

In the event the Project is postponed by the Client for any reason at any time by more than seven (7) days from the original timeline for any reason whatsoever, Aerophotoworks reserves the right to renegotiate new terms for provision of its services in relation to such Project.

8. Amendment/s in Project Description

Upon commencement of a Project, any amendment made by the Client to the scope services as stated in the Quotation Form shall entitle Aerophotoworks to levy additional charges which shall be charged at Aerophotoworks's usual rates for such added services.

9. Non-obligation of Aerophotoworks

- 9.1 Aerophotoworks will in no way be held responsible for any delay, postponement or cancellation of the Project.
- 9.2 Aerophotoworks will not be liable for any rejection letters issued by any companies, government sectors, and government bodies or what so ever in the coordination process.

10. Rights to Casting and Location Materials

Aerophotoworks reserves all the rights over all used and unused casting and location materials done for the Project.

11. Liability

The Client undertakes to indemnify Aerophotoworks against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach by the Client of any of the terms of this Agreement.

Aerophotoworks, its photographers, contracted workers, employees and staff will not be liable in any way for any loss (including loss of images), injury or damage of any kind whatsoever, directly or indirectly, arising out of any part of its provision of photographic services, including but not limited to any errors, mistakes or accidents arising therefrom.

12. Confidentiality

- 12.1 The parties, during and after the Term of this Agreement shall not disclose to any third party (except professional legal advisors and accountants) any confidential information, business finance or future plans of the other party acquired as a direct result of this Agreement.
- 12.2 All records and other materials received by either party that belong to the other shall, upon request of the other party, be returned upon termination or expiry of this Agreement.

13. Termination and Expiry of the Agreement

In addition to any other rights and remedies at law, this Agreement may be terminated by Aerophotoworks giving written notice to the Client in the following circumstances:

- (a) where the Client has failed to account or make payments as required under this Agreement;
- (b) where the Client has committed a serious breach of its obligations under this Agreement unless such party rectifies the position, as far as reasonably possible, within fourteen (14) days.
- (c) where the Client goes into voluntary or involuntary liquidation; where the Client is declared insolvent either in bankruptcy proceedings or other legal proceedings; where an agreement with creditors has been reached by the Client due to its failure or inability to pay its debts as they fall due; or where a receiver is appointed over the whole or part of the Client's business.

14. Miscellaneous

- 14.1 This Agreement supersedes all prior agreements, representations or promises and sets out all the terms agreed between the parties. Any amendment or alteration to this Agreement must be in writing and signed by an authorised signatory of each party.
- 14.2 Neither party shall assign, transfer, charge or make over this Agreement or any of its rights or obligations without the prior written consent of the other party.
- 14.3 This Agreement shall not be deemed to create any partnership or employment relationship between the parties.
- 14.4 This Agreement shall be subject to the Laws of the Republic of Singapore.
- 14.5 Save for the Parties specifically mentioned herein this Agreement any person or party who is not a party to this Agreement whether or not any benefit is conferred or purported to be conferred on him directly or indirectly has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.

15. Definitions

In this Agreement the terms

- (a) "picture" includes a photograph, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction.
- (b) "reproduction" includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means
- (c) "the Client" is the person or organisation who signs the Quotation Form (whether or not the Client is acting for a third party).