

S4G DRONE SERVICES

BUSINESS TERMS AND CONDITIONS

1. Introduction

1.1. In these terms and conditions (“**Terms**”):

1.1.1. “**Supplier**”, “**we**”, “**us**” or “**our**” means SPARKS4GROWTH LTD. (trading name: S4G DRONE SERVICES) a company registered in England and Wales under number 09663892, whose registered office is at 7 Bell Yard, Holborn, London, England, WC2A 2JR;

1.1.2. “**Customer**”, “**you**” or “**your**” means the business client who is buying Services (as defined below) from us in accordance with these Terms and whose details appear on the order form.

1.2. We provide specialist drone inspection, drone survey data services and drone thermal data services (“**Services**”), and our website is <https://www.s4gdroneservices.com>.

1.3. We have agreed to provide, and you have agreed to use, the Services in accordance with these Terms.

1.4. These Terms apply to our supply of Services for business use only. By accepting these Terms and using the Services, you agree and warrant us that the use of the Services shall be solely for business and commercial purposes.

1.5. These Terms do not apply to individual consumers using the Services for personal use (i.e., for purposes outside of your business, craft or profession). If you are buying Services from us for personal use, our Consumer Terms and Conditions **available on request**.

1.6. When buying any Services from us, you also agree to be legally bound by:

1.6.1. any order form or separate agreement entered into between you and us in respect of the Services;

1.6.2. extra terms which may add to, or replace some of, these Terms. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you 30 days’ notice; and

1.6.3. specific terms which apply to certain Services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

- 1.7. These Terms refer to the following additional terms, which also apply to your use of our Services:
 - 1.7.1. our [Privacy Policy is available here](#), which sets out how we may use your personal information;
 - 1.7.2. our [Cookie Policy is available here](#), which sets out information about the cookies on our website.
- 1.8. These Terms and the documents listed in clauses 1.6 and 1.7 apply to and form part of the contract between you and us in respect of the Services (the “**Contract**”).
- 1.9. Capitalised terms herein shall have the meanings set forth in SCHEDULE 1, unless the context requires otherwise.
- 1.10. If you have any questions about the Contract, including these Terms or our Services, please contact us using the details shown below:
 - 1.10.1. address: 10 Cambridge Road, London E4 7BP;
 - 1.10.2. email: Mark@S4GDroneServices.com and Contact@S4GDroneServices.com;
 - 1.10.3. telephone: +44 (0)20 3198 7385 which is open Monday to Saturday, 9:00 am to 6:00 pm. We may record calls for quality and training purposes;
 - 1.10.4. [contact form is accessible here](#).

2. Ordering from us

- 2.1. We may issue quotations to you from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by you.
- 2.2. When you decide to accept our quotation or place an order for Services with us, this is when you offer to buy such Services from us.
- 2.3. When you make an offer to our representative, they will acknowledge it in person, or by email. This acknowledgement does not, however, mean that your offer has been accepted by us.
- 2.4. If we are unable to accept your offer, we shall notify you in writing as soon as reasonably practicable. We may accept or reject your offer at our discretion. Our rejection of your offer, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by you.
- 2.5. Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

- 2.6. We will only accept your offer when we email you to confirm this (“**Confirmation Email**”) or enter into an order form or a separate agreement with you. At this point:
- 2.6.1. a legally binding contract will be in place between you and us; and
 - 2.6.2. we will start to carry out the Services in the way you and we have agreed.
- 2.7. The Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with these Terms, shall continue until, and shall terminate automatically upon, the latest of:
- 2.7.1. the supply of the Deliverables by us to you;
 - 2.7.2. the discharge of all payment obligations under the Contract; or
 - 2.7.3. such other date as agreed between you and us,
(the “**Term**”).

3. Pre-flight surveys and pre-flight preparation

- 3.1. As part of the Services (and included within the Price), we will carry out Pre-Flight Preparation Activities including a desktop flight risk assessment (RAMs). We normally submit the results and recommendations resulting from the Pre-Flight Preparation Activities in writing to you at least 2 Business Days prior to the relevant Flight. If you do not agree with the recommendations proposed by us, please notify us in writing using our contact detail as set out in clause 1.10 of any required changes and the parties shall use all reasonable endeavours to agree any required changes in advance of the relevant Flight.
- 3.2. If you agree with the recommendations proposed by us, please confirm to us in writing using our contact details as set out in clause 1.10 stating “*Flight Reference [Reference number] RAMs Approved*” as soon as practicable and in event no later than 1 Business Day prior to the relevant Flight.
- 3.3. If, as a result of the Flight Preparation Activities or any time prior to a Flight, we reasonably believes that the Services cannot be carried out in accordance with Applicable Law, established safety standards or established security standards, we shall document the same in the reports and recommendations made pursuant to clause 3.1 accordingly and may:
- 3.3.1. adjust the manner of performance of the Services so as to be able to carry them out in accordance with Applicable Law, established safety standards and without risk of damage to persons or property, in which event we shall make

any necessary amendment to the Specification reflecting the adjustment and shall notify you accordingly or,

3.3.2. if adjustment pursuant to clause 3.3.1 may not reasonably be made, terminate the Contract immediately by serving notice in writing to you, following which termination, we shall refund any portion of the Price paid by you to us in advance of performance less:

(a) any expenses reasonably incurred, and evidenced as being incurred in accordance with these Terms, by us as at the date of termination; and

(b) any part of the Price payable in respect of Flight Preparation Activities as set out in the relevant order form.

3.4. You shall provide access to the Flight Operation Location, and to any alternative premises as agreed between the parties from time to time in accordance with these Terms, as necessary to enable us or any third parties engaged by us for the performance of the Services to carry out any Flight Preparation Activities.

4. Performance of the Services and disclaimers

4.1. The Flight shall be conducted by, or on behalf of, us at the time and on the date set out in the relevant order form and at the Flight Operation Location.

4.2. You shall provide any necessary security clearances, access permissions and licences that we or any personnel employed or engaged by us may need to perform the Flight, or to carry out any other element of the Services, at the Performance Location.

4.3. We shall provide the Services (in particular the Flight) and act at all times in accordance with:

4.3.1. Applicable Law;

4.3.2. the Contract;

4.3.3. any relevant operational authorisation, approval, acknowledgement or certification applicable to the Drone, to the Pilot or to the Flight, which (where required) you shall provide to us in writing;

4.3.4. our relevant standards, procedures and policies.

in the event of any conflict or inconsistency between the sub-clauses in this clause 4.3 the order of precedence shall be the order in which the clauses appear in these Terms.

4.4. At all times during the Flight, we shall have full operational and technical control of the Drone, and shall retain full authority, control and possession of the Drone.

- 4.5. The ultimate responsibility to assess whether a Flight can be made shall rest with us and we may, at any time and at our absolute discretion, refuse to operate, postpone or discontinue any Flight that cannot be carried out in accordance with our standards.
- 4.6. Where the parties agree in writing, that the Flight will take place over, or will collect footage from, third party premises not belonging to you, you shall be responsible for obtaining any consents from the owner of such premises, and will provide the same to us on demand, and we shall ensure that it complies with any conditions or requirements imposed by any such owner in relation to any consents.
- 4.7. At all times, you shall strictly comply with our directions, instructions or recommendations in respect of the Services (including the Flight).
- 4.8. We shall not be liable for any delay in or failure to perform the Services to the extent that the same is caused by:
 - 4.8.1. your failure to:
 - (a) make the Performance Location available or prepare the Performance Location in accordance with our instructions;
 - (b) provide us with adequate instructions for supply of the Services or otherwise relating to the Services;
 - (c) comply with our directions, instructions or recommendations under clause 4.7;
 - (d) obtain any clearances, licences, permissions or consents required to obtain under this clause 4; or
 - 4.8.2. changes in Applicable Law;
 - 4.8.3. our decision to reschedule or refuse to perform the Flight pursuant to clauses 3.3 or 4.5;
 - 4.8.4. your request for consent to perform the Flight, including any third-party act which delays or significantly impedes the Flight on the date of the planned performance;
 - 4.8.5. Adverse Weather or Force Majeure, in which events, for the avoidance of doubt, clause 20 shall apply.
- 4.9. Notwithstanding anything to the contrary in our Contract, you acknowledge and agree that:
 - 4.9.1. we are NOT qualified/RICS certified surveyors or builders;

- 4.9.2. all information provided in connection with our Services and Deliverables are for guidance purposes only and not to be relied on for property development, design, construction, sale, purchase, mortgage or other related purposes;
- 4.9.3. make no warranties or representations, express or implied, in respect of any Deliverables or Services, including but not limited to the satisfactory quality, suitability or adequacy for a particular purpose, or non-infringement of third-party rights. Any use of Deliverables or Services is at your own risk;
- 4.9.4. we do not provide, and you are not relying on us for, any professional advice in connection with any Deliverables or Services. You should take necessary professional advice from a suitably qualified surveyor or builder or other suitably qualified professional before making any decision whether to build or value a property or otherwise;
- 4.9.5. the Services and Deliverables are provided for your use only and you may not encourage or allow any other person to rely on them;
- 4.9.6. we will accept no liability whatsoever for any claim resulting from the use of any Services or Deliverables obtained directly or indirectly from us and we reserve the right to make amendments and corrections to our Services and Deliverables at any time without notice.

5. Damage

- 5.1. In relation to the Drone, the Flight or the performance of the Services, to the maximum extent permitted by law, we shall not be liable for:
 - 5.1.1. any damage to or loss of or caused by the Drone;
 - 5.1.2. any damage or loss suffered by you or a third party; and
 - 5.1.3. any injury to any person,if such damage, loss or injury is caused by your breach of contract, negligence or willful misconduct.
- 5.2. At all times, if such damage, loss or injury is caused by your breach of contract, negligence or willful misconduct, you shall be responsible for any damage or loss caused by the Drone and shall compensate us for the cost of repairing the Drone, or if the Drone is not capable of being repaired or it is uneconomical to do so, you shall assume the cost of replacing the Drone with a drone of the same or equivalent specification.

5.3. We shall notify you as soon as reasonably possible of any accidents, crashes, collisions, unplanned landings, incidents or other noteworthy events that occur during the Flight or performance of the Services.

6. Delivery

6.1. The Deliverables shall so far as possible be delivered to you on the date and in the format and using the delivery method as set out in relevant order form.

6.2. Unless otherwise specified in this Agreement, you acknowledge and agree that time is not of the essence in our performance of obligations under the Contract, except in relation to performance of your payment obligations including under clause 9.3.

7. Warranties

7.1. We warrant that:

7.1.1. the Services shall conform in all material respects with the Specification; and

7.1.2. the Services shall be performed with reasonable care and skill.

7.2. We shall, at our option, remedy, re-perform or refund the Price in respect of the Services (whether in part or in whole) that do not comply with clause 7.1, provided that you serves a written notice on us within 30 days from the performance of Services identifying in sufficient detail the nature and extent of any defects and gives us a reasonable opportunity to examine the claim.

7.3. You shall be deemed to accept the Services unless you notify us within the time periods set out in clause 7.2.

7.4. The provisions of these Terms shall in addition apply to any Services and Deliverables that are remedied or re-performed with effect from the date of delivery of the remedied or re-performed Services.

7.5. We shall not be liable for any failure of the Services to comply with clause 7.1:

7.5.1. to the extent caused by your failure to comply with our pre-Flight recommendations in accordance with clause 3;

7.5.2. to the extent caused by any design, specification or requirement requested by you in relation to the Services;

7.5.3. where you alter the Deliverables against our instructions or recommendations;
or

7.5.4. where you use any of the Deliverables after notifying us that they do not comply with clause 7.1 except in the event where the Services cannot reasonably be re-performed.

We may amend the Specification after the Commencement Date and prior to the Flight to avoid being in breach of any Applicable Law and shall notify you of any such amendment pursuant to clause 3.3.1.

8. Price

8.1. The Price payable by you in respect of the Services are as set out in the relevant order form.

8.2. The Price is exclusive of:

8.2.1. our reasonable expenses or charges, including but not limited to transport to and from the Performance Location, which shall be charged in addition at our standard rates unless otherwise agreed in writing by the parties; and

8.2.2. VAT (or equivalent sales tax).

8.3. If the parties agree in writing prior to performance that we perform any additional Services outside the scope of the Services, we shall be entitled to reasonable additional fees and expenses and additional time for performance of the additional Services.

8.4. We may increase the Price at any time with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10 per cent and which is due to any factor beyond the control of the Supplier.

9. Payment

9.1. Unless otherwise provided in the relevant order form, the Customer shall pay 50% of the Price upon execution of the relevant order form which shall be non-refundable as this shall be applied towards our costs and expenses prior to the Flight, including but not limited to as set out in clause 3. We shall issue an invoice for the remaining portion of the Price payable prior to Delivery.

9.2. You shall pay all undisputed invoices:

9.2.1. in full in cleared funds within 7 days of the date of each invoice; and

9.2.2. to the bank account nominated by us.

9.3. Time of payment is of the essence and where sums due under these Terms are not paid in full by the due date:

9.3.1. we may, without limiting its other rights, charge interest on such sums at four percentage points a year above the base rate of the Bank of England from time to time in force; and

9.3.2. interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

9.4. You shall pay any applicable VAT to us on receipt of a valid VAT invoice.

10. Intellectual property rights

10.1. In consideration of the Price payable under these Terms and the parties' mutual obligations under these Terms, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable licence to use for the purposes set out in the relevant order form the Intellectual Property Rights in the Deliverables pursuant to these Terms.

10.2. Except as expressly set out in these Terms, no Intellectual Property Rights of either party are assigned, transferred or licensed.

10.3. Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used by it in connection with these Terms provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

10.4. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from any modification or use of the Services or Deliverables other than in accordance with the Contract or the Supplier's instructions.

11. Limitation of liability

11.1. The extent of our liability under or in connection with our Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2. Subject to clause 11.6, our total liability howsoever arising under or in connection with these Terms shall not exceed the Price as set out in the relevant order form.

11.3. Subject to clause 11.6, we shall not be liable for consequential, indirect or special losses.

11.4. Subject to clause 11.6, we shall not be liable for any of the following (whether direct or indirect):

11.4.1. loss of profit;

- 11.4.2. loss of or corruption to data;
- 11.4.3. loss of use;
- 11.4.4. loss of production;
- 11.4.5. loss of contract;
- 11.4.6. loss of opportunity;
- 11.4.7. loss of savings, discount or rebate (whether actual or anticipated);
- 11.4.8. harm to reputation or loss of goodwill.

11.5. Except as expressly stated in these Terms, and subject to clause 11.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11.6. Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:

- 11.6.1. death or personal injury caused by negligence;
- 11.6.2. fraud or fraudulent misrepresentation; or
- 11.6.3. any other losses which cannot be excluded or limited by Applicable Law.

12. Insurance

12.1. We shall put in place and maintain such insurance as would ordinarily be taken out and as a minimum shall take out and maintain any insurance required by Applicable Law. At your request, we shall provide you with details of the insurance including the risks covered, indemnity limits and copies of the certificates of insurance.

12.2. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or another country by agreement in writing with us to cover your obligations under our Contract. On request, you shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

13. Indemnity

You shall indemnify us and our officers, directors, members, partners, employees, consultants and representatives for any losses, damages, liability, costs and expenses (including professional fees) suffered or incurred by us as a result of any action, demand or claim brought against us in relation to your breach of these Terms.

14. Termination

- 14.1. The contract may be terminated by us giving not less than 30 days' notice in writing to you.
- 14.2. Either party may terminate the contract at any time by giving notice in writing to the other party if they:
 - 14.2.1. commit a material breach of these Terms, and such breach is not remediable;
 - 14.2.2. commit a material breach of these Terms which is capable of remedy but is not remedied within 10 Business Days of receiving written notice of such breach;
 - 14.2.3. hold any consent, licence or authorisation that is revoked or modified such that you are no longer able to comply with your obligations under these Terms;
 - 14.2.4. stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 14.2.5. are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case;
 - 14.2.6. become subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 14.2.7. become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.2.8. become subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 14.2.9. become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 14.2.10. have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
 - 14.2.11. have a resolution passed for your winding up;
 - 14.2.12. a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
 - 14.2.13. are subject to any procedure for the taking control of your goods that are not withdrawn or discharged within 5 Business Days of that procedure being commenced;
 - 14.2.14. have a freezing order made against you;

- 14.2.15. are subject to any events or circumstances analogous to those in clauses 14.2.4 to 14.2.14 in any jurisdiction;
- 14.2.16. take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in clauses 14.2.4 to 14.2.5 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.3. The right of a party to terminate these Terms pursuant to clause 14.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to these Terms.
- 14.4. We may terminate these Terms at any time by giving not less than 30 days' notice in writing to you if you undergo a change of Control or if you have announced that you shall undergo a change of Control within two months.
- 14.5. Subject to clause 3.3.2, on termination of these Terms for any reason:
- 14.5.1. you shall immediately pay all of our outstanding invoices;
 - 14.5.2. we shall promptly invoice you for all Services performed but not yet invoiced and payment for such invoices shall be due immediately on receipt by you;
 - 14.5.3. each party shall within 5 Business Days return or irretrievably delete any materials or property of the other party then in its possession or control.
- 14.6. The following clauses of these Terms shall survive termination, howsoever caused: clause 11 (limitation of liability); clause 14 (termination); clause 15 (data protection); clause 16 (Confidential Information); clause 17 (dispute resolution); clause 19 (notices); clause 31 (third party rights); clause 32 (governing law) and clause 33 (jurisdiction) together with any other provision of these Terms which expressly or by implication is intended to survive termination.

15. Data protection

- 15.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact

us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

15.2. Our privacy policy is available at [link](#).

16. Confidential information

16.1. Each party agrees that during the term of these Terms and for a period of 5 years following termination of these Terms, it shall use the other party's Confidential Information only for the performance of its obligations and exercise of its rights under these Terms ("**Permitted Purpose**") and that it shall not disclose the other party's Confidential Information except in accordance with this clause 16.

16.2. Each party may disclose the other party's Confidential Information to those of its employees, sub-contractors, officers, advisers, agents or other representatives who need to know the other party's Confidential Information for the Permitted Purpose, provided that it shall ensure that each of its employees, sub-contractors, officers, advisers, agents or other representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 16 as if it were a party.

16.3. Each party may disclose the other party's Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

16.4. Each party recognises that any breach or threatened breach of this clause 16 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

16.5. You shall indemnify and keep indemnified and hold harmless us from and against any losses, damages, liability, costs (including legal fees) and expenses which we may incur or suffer as a result of or arising from any breach of the obligations under this clause 16.

16.6. To the extent any Confidential Information is Protected Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of clause 15.

17. Dispute resolution

17.1. Any dispute arising between the parties out of or in connection with these Terms shall be dealt with in accordance with the provisions of this clause 17.

- 17.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 17.3.1. Within 7 days of service of the notice, the contract managers of the parties (or persons of equivalent seniority) shall meet to discuss the dispute and attempt to resolve it;
- 17.3.2. If the dispute has not been resolved within 7 days of the first meeting of the contract managers (or equivalent), then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.
- 17.4. The specific format for the resolution of the dispute under clause 17.3.1 and, if necessary, clause 17.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 17.5. Until the parties have completed the steps referred to in clause 17.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

18. Entire agreement

- 18.1. This Contract and any documents entered into pursuant to it constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between the parties, whether in writing or oral in respect of its subject matter.
- 18.2. Each party acknowledges that it has not entered into these Terms, or any documents entered into pursuant to it, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in these Terms.
- 18.3. Nothing in these Terms purports to limit or exclude any liability for fraud.

19. Notices

- 19.1. Any notice or other communication given by a party under these Terms shall be:
- 19.1.1. in writing and in English;

19.1.2. signed by, or on behalf of, the party giving it (except for notices sent by email);
and

19.1.3. sent to the relevant party at the address set out in clause 19.3.

19.2. Notices may be given, and are deemed received:

19.2.1. by hand: on receipt of a signature at the time of delivery;

19.2.2. by Royal Mail 1st Class post: at 9.00 am on the second Business Day after posting;

19.2.3. by Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

19.2.4. by email on receipt of a read receipt email from the correct address.

19.3. Notices and other communications shall be sent to each party via their registered address, or such address as notified by it to the other party from time to time in accordance with these Terms.

19.4. Any change to the contact details of a party as set out in clause 19.3 shall be notified to the other party in accordance with clause 19.1 and shall be effective:

19.4.1. on the date specified in the notice as being the date of such change; or

19.4.2. if no date is so specified, 5 Business Days after the notice is deemed to be received.

19.5. All references to time are to the local time at the place of deemed receipt.

19.6. This clause does not apply to notices given in legal proceedings or arbitration.

20. Force majeure

20.1. In this clause, “**Force Majeure**” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under these Terms. The ability to pay is not Force Majeure.

20.2. Subject to clause 20.4, a party shall not be liable if delayed in or prevented from performing its obligations under these Terms due to Force Majeure, provided that it:

20.2.1. promptly notifies the other of the Force Majeure event and its expected duration; and

20.2.2. uses reasonable endeavours to minimise the effects of that event.

20.3. Subject to clause 20.4, if, due to Force Majeure, a party:

20.3.1. is or is likely to be unable to perform a material obligation; or

20.3.2. is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 30 Business Days,

either party may terminate these Terms on not less than 30 days' written notice.

20.4. If Adverse Weather or a Faulty Drone prevents us from carrying out a Flight on the date(s) specified in the relevant order form, the parties shall negotiate in good faith to agree a new date when that Flight shall be carried out at no extra cost to you. If it is not possible to re-schedule the Flight, or the parties are unable to reach agreement over a new date for the Flight, these Terms shall be terminated, and we shall refund any prorated payments excluding the first payment of 50% of the Price under clause 9.1 which is non-refundable made by you to us under these Terms less any reasonable costs and/or time incurred by us.

21. Variation

No variation of these Terms shall be valid or effective unless it is in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.

22. Further assurance

Each party shall, at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to these Terms.

23. Assignment

23.1. The Supplier may assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under these Terms, in whole or in part, without the Customer's prior written consent.

23.2. The Customer shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under these Terms, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld).

24. Subcontracting

We may subcontract or delegate the performance of any of its obligations under these Terms without your prior written consent.

25. Set off

You shall pay all sums owed to us under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. No partnership or agency

The parties are independent and are not partners or principal and agent and these Terms do not establish any joint venture, trust, fiduciary or other relationship between the parties, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

27. Severance

- 27.1. If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.
- 27.2. If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. Waiver

- 28.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2. No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 28.3. A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29. Compliance with law

You shall comply and shall (at your own expense unless expressly agreed otherwise) ensure that in the performance of your duties under these Terms, your employees, agents and representatives will comply with all Applicable Laws.

30. Conflicts within agreement

- 30.1. In the event of any conflict or inconsistency between different parts of these Terms, the following descending order of priority applies:

30.1.1. the main body of these Terms;

30.1.2. the other Schedules.

30.2. Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

31. Third party rights

A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Terms.

32. Governing law

This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-Contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Glossary

“Adverse Weather”

means weather conditions that we (at our sole discretion) determine will prevent the Flight from being conducted safely on the agreed date;

“ANO”

means Air Navigation Order;

“Applicable Law”

means the laws of England and Wales and any other laws or regulations, regulatory policies or statutes which apply to the provision of the Services from time to time, including any sanctions regime applicable to either party or the Performance Location;

“Business Day”

means a day other than a Saturday, Sunday or bank or public holiday in England;

“CAA”

means Civil Aviation Authority;

“Commencement Date”

means the commencement date as agreed between the parties in the relevant order form;

“Confidential Information”

means any information of a confidential nature (in whatever form) which is disclosed, received or acquired (whether directly or indirectly) by a party, including:

- (i) any know-how, trade secrets, Intellectual Property Rights, financial, commercial, technical, tactical or strategic information of any kind. Including information related to a party or its business;
- (ii) all information produced, developed or derived from information disclosed pursuant to this Agreement;

(iii) all information agreed to be, or marked as, confidential;

(iv) any information a party knows, or could reasonably be expected to know, is confidential;

“Control”

has the meaning given in the Corporation Tax Act 2010, s 1124 and **“Controls”**, **“Controlled”** and **“under common Control”** shall be interpreted accordingly;

“Deliverables”

means the deliverables generated during the performance of the Services including any data, images, footages, reports, point clouds, models or other documentation, as agreed between the parties in the relevant order form;

“Delivery”

means the supply of the Deliverables by us to you in accordance with these Terms and **“Delivers”** and **“Delivered”** shall be construed accordingly;

“Drone”

means the unmanned aircraft and associated equipment used in performance of the Services

“Faulty Drone”

means a Drone experiencing a technical malfunction which has not been caused or contributed to by our negligent, reckless or incompetent maintenance or operation of the Drone;

“Flight”

means the Drone flight to be carried out by us as part of the Services in order to capture the data or images that will form or generate the Deliverables;

“Intellectual Property Rights”

means copyright, patents, rights in inventions, rights in Confidential Information, trade secrets, trade marks, service marks,

trade names, design rights, rights in get-up, database rights, rights in data, semiconductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

“Performance Location”

means the location set out in the relevant order form at which we shall carry out the Flight, or any alternative premises as may be agreed between the parties in writing from time to time;

“Pilot”

means a remote pilot falling within the definition at Article 3(31) of Regulation (EU) 2018/1139, Basic Regulation;

“Pre-Flight Preparation Activities”

means any pre-Flight surveys or preparation activities for the Flight operation

“Price”

means the price of the Services determined under clause 8;

“RAMs”

means Risk Assessment Management;

“RICS”

means Royal Institution of Chartered Surveyors;

“Services”

means the drone-related services as agreed between the parties in the relevant order form, which may include the Flight, the recording and transmission of the captured data and or images, and the supply of the Deliverables;

“Specification”

means the description of the Services, including the Flight and the Deliverables, set out in the relevant order form;

“VAT”

means value added tax, as defined by the Value Added Tax Act 1994.