

## APPENDIX 2: Drone Services Contract Template

### DRONE SERVICES AGREEMENT

THIS SERVICE AGREEMENT (herein referred to as "Service Agreement") is entered into on [DATE]

Between

(1) [YOUR BUSINESS NAME] whose principal place of business is at [YOUR BUSINESS ADDRESS] (the "Service Provider")

(2) [YOUR CLIENT BUSINESS NAME] whose principal place of business is at [YOUR CLIENT BUSINESS ADDRESS] (the "Customer") (along with the Service Provider, each a "Party", together the "Parties")

Whereas

(1) The Service Provider is in the business of providing drone [VIDEO/PHOTOGRAPHY/SURVEY/MAPPING/SPRAYING] services;

(2) The Customer wishes to engage the Service Provider to provide drone [VIDEO/PHOTOGRAPHY/SURVEY/MAPPING/SPRAYING] services.

It is agreed as follows:

#### 1. Interpretation

##### 1.1 Definitions

Agreement means any agreement made subject to the terms and conditions below;

Services mean certain drone

[VIDEO/PHOTOGRAPHY/SURVEY/MAPPING/SPRAYING] services, including the following services to be carried out by the Service Provider:

Services: [DESCRIBE THE SERVICE(S) YOU ARE PROVIDING]

Completion Date means [COMPLETION DATE] or as may otherwise be agreed between the Customer and the Service Provider (including any extended date for completion fixed hereunder).

**1.2 In this Agreement, unless the context otherwise requires:**

(a) references to **persons** include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

(b) the headings are inserted for convenience only and do not affect the construction of the Agreement;

(c) references to one gender include all genders; and

(d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

**2. Service Provider's obligations**

2.1 The Service Provider shall provide the Services to the Customer, including at the following locations ("Location")

Location Name	[LOCATION NAME]
Planned Date	[PLANNED DATE]
Address	[LOCATION ADDRESS]

2.2 The Service Provider agrees to provide the Services in a professional and diligent manner consistent with generally recognised industry standards and good commercial practice, using efforts comparable to those customarily used for similar services.

2.3 The Service Provider shall comply with, and give all notices required by, all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

2.4 Any services outside of the scope as defined in Services will require a new Agreement for other services agreed to by the Parties.

**3. Customer's Obligations**

3.1 The Customer agrees to the following:

(a) Inform the Service Provider of any important information pertaining to the Location, to allow the Service Provider to fulfil his duties pursuant to this Service Agreement including schedules, access and authority to operate.

(b) Inform the Service Provider of any changes to the Location which may have an impact upon the Service Provider's ability to provide the Services. Customers agree to inform the Service Provider of any changes in date or location at least 15 days before enacting the change.

(c) The Service Provider will not be responsible for the actions of attendees at the Location which may obstruct the ability of the Service Provider to provide the Services at the Location.

(d) No other Service Provider(s) will be engaged by the Customers to drone [VIDEO/PHOTOGRAPHY/SURVEY/MAPPING/SPRAYING] services at the Location, without the prior written permission of the Service Provider.

#### **4. Completion of the work**

4.1 The Service Provider hereby understands and acknowledges that time is of the essence with respect to the Service Provider's obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

4.2 The Services shall be completed by the Completion Date. If it becomes apparent that the Services will not be completed by the Completion Date for good reason, then the Customer may grant such an extension of the time for completion as it thinks fair and reasonable to take account of the reasons for delay.

4.3 Adverse Weather. The Customer acknowledges and agrees that the provision of drone services is subject to weather conditions that may impact safety and operational feasibility. In the event of adverse weather, including but not limited to strong winds, heavy rain, fog, lightning, or any other conditions deemed unsafe for drone operations, the Service Provider reserves the right to delay, reschedule, or modify the agreed-upon services. The Service Provider shall not be held liable for any resulting delays or disruptions, and will endeavor to reschedule services at the earliest mutually convenient time. Any deposits or prepayments shall be applied toward the rescheduled service date, unless otherwise agreed in writing.

#### **5. Service Fees**

5.1 In consideration for the full, prompt, and satisfactory performance of all Services to be rendered to the Customer, the Customer shall pay the Service Provider a Service fee ("Fee") of [CURRENCY] [FEE] payable in accordance with the following schedule:

<b>Amount</b>	<b>Payment Date</b>
[AMOUNT1]	[DATE1]
[AMOUNT2]	[DATE2]
[AMOUNT3]	[DATE3]

**5.2** The Service Provider will invoice the Customer 7 days prior to the Payment Date. The invoice will include any and all services performed under this Agreement as well as any expenses.

**5.3** Payment will be due on the latter of the Payment Date or 7 days after the receipt of the invoice. A late charge of 5% per month on the outstanding amount will be added to any invoice not paid on time.

**5.4** From time to time throughout the duration of this Service Agreement, the Service Provider may incur certain expenses that are not included as part of the Fee for the Services to this Agreement.

**5.5** The Service Provider agrees to keep an exact record of any and all expenses acquired while performing the Services. The Service Provider will submit an invoice itemising each expense, along with proof of purchase and receipt, with the invoice.

**5.6** The Customer shall notify the Service Provider in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within 5 Business Days from the date of the Customer's receipt of such invoice subject to dispute.

**5.7** The Customer will be deemed to have accepted all invoices for which the Service Provider does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

**5.8** The Customer, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the Parties. Should the Customer not furnish the agreed upon supplies, the Customer understands they will be responsible for reimbursing the Service Provider for all expenses incurred.

## **6. Warranties and Indemnities**

6.1 The Customer shall promptly report to the Service Provider any defects in the Service Provider's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.

6.2 Where any defect in the provision of the Services is reported to the Service Provider by the Customer or otherwise comes to the attention of the Service Provider, the Service Provider shall, without limiting any other right or remedy of the Customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

6.3 The Parties agree that the rights and benefits held and received by the Customer through the Service Provider Service under this Service Agreement shall only be enforceable by the Customer through such Service and upon the terms of this Service Agreement, and any liability in respect of any breach of such rights and benefits shall be determined solely in accordance with the terms of this Service Agreement.

6.4 For the avoidance of doubt, the Service Provider's obligations are owed solely and personally to the Customer and shall not extend to any assignee of any of the Customer's rights. The liability of the Service Provider shall be capped to the amount of Fees received under this Agreement.

6.5 The Customer will indemnify the Service Provider on first written demand against any or all liabilities incurred by the Service provider arising out of or as a result of acting as the service provider hereunder.

6.6 Neither Party shall be liable for any indirect or consequential loss howsoever caused, including but not limited to, loss of anticipated profits, loss of contracts, goodwill, reputation and losses or expenses resulting from third party claims.

## **7. Term and Termination**

7.1 This Service Agreement shall be effective on the date hereof and shall continue for a period of [PERIOD OF AGREEMENT] or until the expressly agreed upon date of the completion of the Services ("Period"), unless it is earlier terminated in accordance with the terms of this Agreement.

7.2 The Service Provider may terminate this Agreement at any given time upon one month's written notice to the other Party.

7.3 Either Party may by notice in writing forthwith terminate the Agreement if the other Party becomes bankrupt or makes any composition or arrangement with his

creditors or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up is passed or a receiver or manager of its business or undertaking is duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

7.4 The Customer understands that the Service Provider may terminate this Agreement at any time if the Customer fails to pay for the Services provided under this Agreement or if the Customer breaches any other material provision listed in this Services Agreement in the manner as defined above. Customer agrees to pay any outstanding balances within 10 days of termination.

## **8. Background Check**

8.1 The Servicer affirms that all employees ("Employee" or "Employees", as applicable) have been subject to and passed a comprehensive background check.

8.2 The Servicer hereby declares that no Employee has a criminal history, including, but not limited to, convictions for crimes associated with driving and violence against children

8.3 The Servicer hereby affirms that no Employee is listed on any sex-offender registry.

## **9. Release**

9.1 The Customer hereby grants the Servicer an irrevocable and unrestricted right to use, alter and publish photographs for commercial, editorial, trade, advertising, education or any other purposes and in any manner and medium, without compensation. The Customer releases all claims to profits that may arise from the use of any images.

## **10. License and Insurance**

10.1 The Servicer shall obtain such licenses and approvals as needed for doing business in the state, city, and/or country where the Services are to be provided.

10.2 The Servicer shall maintain such insurances as are necessary to cover the liability of the Servicer in respect of injury or damage arising out of or in the course of or caused by the carrying out of the Services. The Servicer shall produce such evidence as the Customer may reasonably require that such insurances are properly maintained with well-established insurance offices or underwriters of repute.

## **11. Ownership of materials**

11.1 All materials and goods delivered to or placed on or adjacent to the site and intended for the Services (excluding supplies, tools and equipment owned or hired by the Service Provider) shall become the property of the Customer, who shall thereafter bear the risk of their accidental loss or damage.

11.2 All Intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or relevant registration, rights to any trademark, trade dress, patent, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this Services Agreement shall become the property of the Service Provider.

11.3 Sale, publication or other commercial use of any data, materials or media produced pursuant to this Services Agreement by the Customer is strictly prohibited without the prior written consent of the Service Provider.

11.4 The Customer also agrees not to publish any of the materials on social media platforms, including but not limited to, Facebook, Pinterest, Twitter, or any blog or website or another platform.

11.5 If a data, material or media, that is produced or developed under this Service Agreement, is published, on the Internet or elsewhere, it must be accompanied by a written statement crediting the Service Provider.

11.6 The Customers agree not to edit or alter in any way the data, materials or media produced or developed under this Service Agreement that is posted on the Internet or elsewhere.

## **12. Promotional Rights**

12.1 The Customers grant the Service Provider an irrevocable and unrestricted right to use and alter the data, materials or media produced pursuant to this Services Agreement for commercial or other purposes without compensation.

12.2 The Customers agree to hold harmless the Service Provider for all liabilities and actions resulting from the use of the data, materials or media.

12.3 The Customers agree to allow the use of the data, materials or media that are produced or developed under this Service Agreement for the Service Provider business purposes.

## **13. Indemnification**

13.1 The Service Provider shall be liable hereunder only for its own gross negligence, wilful misconduct or bad faith. The Customers will indemnify the Service Provider

against any and all liabilities and actions, arising out of the activities related to delivering the Services, or resulting from the activities at the Location, except as a result of the Service Provider's gross negligence, wilful misconduct or bad faith.

#### **14. Confidential information**

14.1 The Customer shall both during and after the arrangements contemplated by this Agreement have terminated:

(a) keep confidential the terms of this Agreement and all information, whether in written or any other form, which has been disclosed to it by or on behalf of any other party which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of any other party which is not directly applicable or relevant to the transactions contemplated by this Agreement); and

(b) procure that its officers, employees and representatives and those of its subsidiary companies keep secret and treat as confidential all such documentation and information.

#### **14.2 Clause 11.1 does not apply to information:**

(a) which shall after the date of this Agreement become published or otherwise generally available to the public, except in consequence of a willful or negligent act or omission by the recipient party in contravention of the obligations in clause 11.1;

(b) to the extent made available to the recipient party by a third party who is entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to any other party or which has been disclosed under an express statement that it is not confidential;

(c) to the extent required to be disclosed by any applicable law or by any recognised stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the party making the disclosure is subject, whether or not having the force of law, provided that the party disclosing the information shall notify the other party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure;

(d) which has been independently developed by the recipient party otherwise than in the course of the exercise of that party's rights under this Agreement or the implementation of this Agreement;

(e) which, in order to perform its obligations under or pursuant to this Agreement, any party is required to disclose to a third party;

(f) disclosed to any applicable tax authority to the extent reasonably required to assist the settlement of the disclosing party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing party; or

(g) which the recipient party can prove was already known to it before its receipt from the disclosing party.

14.3 The provisions of this clause 11 shall survive any termination of this Agreement.

## **15. Cancellation**

15.1 If the service cannot be delivered, except because of any wilful or negligent act or omission by the Customer, the Service Provider shall refund the Customer any monies paid to it following notification to the Service Provider by the Customer of such an event.

15.2 The Service Provider may cancel this Service Agreement at any time. In such a case, the Service Provider shall refund all monies paid by the Customer, pursuant to this Service Agreement.

## **16. Announcements / Publicity**

16.1 Except as required by law or by any stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the announcement or disclosure is subject, whether or not having the force of law, no announcement or disclosure in connection with the existence or subject matter of this Agreement shall be made or issued by or on behalf of any Party without the prior written approval of the others, such approval not to be unreasonably withheld or delayed.

16.2 Where any announcement or disclosure is made in reliance on the exception in clause 13.1, the Party making the announcement or disclosure will use its reasonable endeavours to consult with the other Party in advance as to the form, content and timing of the announcement or disclosure.

## **17. Amendment**

17.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the Parties to it.

17.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

## **18. Assignment**

18.1 The Customer shall not assign the Agreement or sub-contract the performance thereof without the prior written consent of the other Party.

## **19. Severability**

19.1 If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall meet to negotiate in good faith to agree a valid, binding and enforceable substitute provision or provisions, (if necessary with reconsideration of other terms of this Agreement not so affected) so as to re-establish an appropriate balance of the commercial interests of the Parties.

## **20. Further assurance**

20.1 Each of the Parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transaction contemplated by it.

## **21. Warranty of Capacity and power**

21.1 Each Party represents and warrants to the other Parties that:

(a) it has full authority, power and capacity to enter into and carry out its obligations under this Agreement;

(b) all necessary acts and things have been taken or done to enable it lawfully to enter into and carry out its obligations under this Agreement; and

(c) when executed, this Agreement will create obligations which are valid and binding on it and enforceable in accordance with their terms

## **22. Force Majeure**

22.1 None of the Parties shall be liable for any failure or delay in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside their reasonable control, and they shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

## **23. No Rights under Contracts for Third Parties**

23.1 A person who is not a Party to this Agreement shall have no right under any law to enforce any of its terms.

## **24. Arbitration and Proper law**

24.1 The Parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith.

This document is governed by and are to be construed in accordance with the laws of [JURISDICTION] applicable therein.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of [JURISDICTION] (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

## **25. Notices and service**

25.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- in the case of delivery by hand, when delivered;
- in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt;
- in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting;

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

25.2 The addresses of the Parties for the purpose of clause 22.1 are as follows:

### **Service Provider**

[YOUR BUSINESS NAME] Address: [YOUR BUSINESS ADDRESS] E-mail: [YOUR EMAIL]  
For the attention of: [YOUR NAME]

**Customer**

[YOUR CLIENT BUSINESS NAME] Address: [YOUR CLIENT BUSINESS ADDRESS]  
E-mail: [YOUR CLIENT CONTACT EMAIL] For the attention of: [YOUR CLIENT CONTACT  
NAME]

**26. Counterparts**

26.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

**As Witness** this Agreement has been signed on behalf of the Parties the day and year first above written.

SIGNED BY \_\_\_\_\_ ) for and on behalf of [YOUR BUSINESS  
NAME] )

SIGNED BY \_\_\_\_\_ ) for and on behalf of [YOUR CLIENT  
BUSINESS NAME] )