

Privacy Policy 2024

Who we are

Our website address is: <https://www.envirodrones.co.uk>.

Media

YOU cannot upload images to the website. Visitors to the website can download and extract any location data from images on the website.

Cookies

If you leave a comment (via the contact us page) on our site you may opt in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year. If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select “Remember Me”, your login will persist for two weeks. If you log out of your account, the login cookies will be removed. If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.) These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

How long we retain your data

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognise and approve any follow-up comments automatically instead of holding them in a moderation queue. For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

6. Cancellation by Enviro Drone

6.1 If ED cannot fly/film due to adverse weather conditions or mechanical failure, ED cannot fly due to reasons that only become evident once on site or for reasons that ED was not advised of beforehand then a partial cost will remain due for payment to ED. ED will make every reasonable attempt to complete any tasks missed due to any of the reasons highlighted in, within 28 days of the missed task.

7. Cancellation by You

7.1 Notice of cancellation by the Client must be received in writing by ED and the Notice is not valid until confirmed in writing by ED. Cancellation fees are payable according to the following schedule:

7.1.1 Following payment and 3 (three) or more days notice – 40% of the agreed fee less any payment already made.

7.1.2 Following payment and 2 (two) days or less notice – 60% of the agreed fee less any payment already made.

7.1.3 Notwithstanding the above schedule, if any costs have been incurred by ED following written instruction from you (for example, but not limited to an agreed Site Survey cost, additional operators, specialist equipment) these costs will remain due for payment in full.

8. Permission to conduct photography

8.1 Flight permission is generally granted within a day or so, however with UAS photography, permission from the Civil Aviation Authority (CAA), local Police, other authorities and relevant landowners, when needed, can take several weeks (CAA may require up to 28 days written notice of intention to fly). This is usually granted but certain height and/or other conditions may be applied). All work is subject to obtaining permitted and legal access from which to safely operate the UAS equipment.

9. Photographic material supplied

9.1 Still photographic or video material will normally be shot on digital camera equipment and supplied as unedited RAW or low compression jpegs. Video material will normally be supplied as unedited . As a minimum, you will need to put the video through stabilisation software during post-processing to obtain smooth footage. Images will be supplied on either CD-ROM, DVD, Memory card or a cloud based data transfer site ie; weTransfer.

9.2 Retouching, digital manipulation and stitching of supplied images or video is available at an additional cost, when feasible. Whilst we will endeavour to provide an accurate colour rendition of the original scene, we cannot guarantee to match the colour perceived by the human eye. All original photographic material (i.e. negatives, high-resolution digital RAW/tiff files and/or Video) remains the property of ED.

9.3 Reorders, reprints and enlargements etc. from the original material can be supplied on request. Reorders will be treated as an extension to this contract and should include Image Reference Numbers and are required in writing. A written quotation will then be supplied. Finished materials are normally dispatched within 10 working days of completion of the location work.

10. Legal Reproduction Rights, Moral Rights and Copyright (Copyright, Designs and Patents Act 1988) and Property Misdescriptions Act 1991.

10.1 Limited Reproduction Rights of the commissioned material passes to the Client upon full settlement of the final invoice. This allows reproduction for all uses stated on the Quotation or agreed to on negotiations with Us. By default and in the absence of any stated use, this will be 'General Marketing'. 'General Marketing' use excludes use for 'merchandising' (e.g. reproduction of an image for promotion on goods for resale), for which an additional fee will need to be negotiated.

10.2 Unless agreed in advance, use of the images/video by any third party (including, but not limited to, newspapers, magazines, book publishers, television, film and the Internet) will only be granted following written permission from ED. This will incur a negotiated Reproduction Fee.

10.3 Subject to Paragraphs 10.1 and 10.2, above, the following two exceptions do not need advance written permission from ED:- i. Anyone working directly for the Client such as an employee or marketing department of the client's company creating publicity material for the Client incorporating the commissioned material in a General Marketing way. ii. Newspaper Editorial Content for a news item about the Client provided that the text "Photograph (C) Enviro Drone" is clearly visible adjacent to the image for printed content.

10.4 We abide by the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008. We will not alter our images to deliberately mislead the viewer. We remind users of our images that publishing old images (which were taken much earlier when the views were significantly different), without indicating capture date, could be misleading. Both of these activities may be considered as offences under these Regulations.

10.5 Licencing.

10.5.1 We grant You an exclusive licence to use the commissioned material as agreed in clause 10.1 for a period of 12 months from the date of delivery of the commissioned material from Us to You or from the date that full payment has been received by Us from You for the commissioned material, whichever is the later.

10.5.2 After the period of the licence as stated in Clause 10.5.1 has expired:

10.5.2.1 We grant You a non-exclusive licence to use the commissioned material in perpetuity and in agreement with Clauses 10.1, 10.2 and 10.3. and 10.5.2.2 You agree that We may use the images Ourselves and that We may also licence the images to third parties without reference to You.

11. Limitation of Liability, weather, Force Majeure, Act of God and Other constraints

11.1 As with any outdoor location photography, a successful outcome depends upon suitable weather conditions. A decision to photograph on a particular day is normally delayed to the last practical moment to maximise the chance of suitable weather. Should the weather on the day not be as forecast and the assignment needs to be postponed, or there is some other reasonably unpredictable reason why the work could not be completed, then either there will be no additional charge to the Client for a return visit to complete the work or the Client can request a full refund of monies paid to ED in respect of the cancelled time. No refund will be made for any chargeable preparation work already carried out.

11.2 The UAS and camera weigh approximately 1Kg. Whilst the UAV has build-in self-stabilising measures, it is a flying platform and is subject to movement by the wind and will tilt whilst being held against the wind. This will impact on the image quality, steadiness and the angle of the picture(s). We will endeavour to obtain the best quality pictures for the conditions and certain adjustments (such as skew to square up the image) can be made afterwards in post-processing. However, the images and video are not guaranteed to be steady and of broadcast standards (for instance).

11.3 If the work could not be completed due to Client reasons (e.g, but not limited to, lack of access or unscheduled site activity etc), the Client may be charged to recover costs and time.

11.4 ED will always endeavour to complete its assignments by proposed completion dates. However, due to weather and other operational constraints, ED cannot guarantee completion on or by any specific date. It, therefore, cannot be held responsible for any missed publishing or other deadlines or any consequential costs involving the timing of the commission.

11.5 The completion of work may be subject to alteration or cancellation due to cause or causes beyond Our control. Certain requested shots from specific locations, directions and heights, quoted to be undertaken, may not be possible on the day for various operational reasons. In this case, the best possible alternative shot(s) will be supplied and these will be deemed to fulfil the contract

11.6 Battery limitations mean that each flight will last a maximum of approximately 26 minutes. This will normally generate up to 15 minutes of photographically usable flight time. After this time, the UAV must descend for a battery change.

11.7 The quality (e.g. exposure and sharpness) of photographs taken after sunset (which require the camera to be relatively still at the point of exposure) cannot be guaranteed and usually will not be attempted. Images required to be taken into the sun will undoubtedly suffer, to some degree, from lens flare and other detrimental effects.

11.8 In exceptional circumstances, ED may not be able to completely fulfil or complete a contract at all. In these cases, it will refund part or all of any deposit received and not accept any other liability. In any event, the liability of ED will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss.

11.9 ED does not accept liability for errors resulting from incomplete or inaccurate instructions from the Client's written brief, nor for delays or restrictions caused by Air Traffic Control, CAA or the Police or similar Bodies.

11.10 Whilst back-up copies of images are usually kept, ED accepts no responsibility nor liability for maintaining archive copies of photographic material after the work has been delivered to and accepted by the Client.

11.11 ED has all necessary insurances, including Public Liability Insurance, with an indemnity of up to 5 million pounds at request and depending on site rules and regulations.

11.12 ED does not accept liability for errors resulting from incomplete or inaccurate instructions from the Client's written brief, nor for delays or restrictions caused by Third Parties.

11.13 ED and its agents shall be under no liability for any injury, loss, or damage of any kind whether direct, consequential or special and howsoever caused resulting from or arising out of or incidental to:

11.13.1 Any negligence on the part of Us (except insofar as the same causes death or personal injury) or 11.13.2 Our performance of or failure to perform or breach of any of its express implied obligations under the Contract.

11.14 You shall indemnify Us against any liability whatsoever (including any liability based on the negligence of You) which it may incur resulting from any claim made against You by any third party.

11.15 We accept no liability for delay or non-fulfilment of any term of the Contract caused wholly or in part by “force majeure”, which expression shall be deemed to include war, strikes, lockouts, accidents, fire, scarcity or materials or any other cause or causes not within Our direct control.

12. General Conditions

12.1 No failure or delay on the part of us to exercise its rights under the Contract shall operate as a waiver thereof nor shall any single nor partial exercise of any such right exclude any other or further exercise thereof. Any waiver of a breach of any provision of the Contract shall not affect Our rights in the event of any further or additional breach or breaches.

12.2 Notwithstanding termination of the Contract these Conditions shall continue in full force and effect for so long as is necessary after such termination to give full effect to the provisions contained in these Conditions.

12.3 The Contract shall be construed in accordance with English law which shall be the proper law of the Contract, and the English Court shall have sole jurisdiction in relation to the provisions contained in these Conditions.

12.4 The clause headings in these Conditions are for convenience only and shall not affect the interpretation hereof in any way whatever.

12.5 Each and every obligation contained in the clause or sub-clause of these Conditions shall be treated as a separate obligation and shall be severally enforceable as such and the non-enforceability at any time of the clause or sub-clause of these Conditions shall not prejudice the enforceability of the remainder.

12.7 These Conditions are stipulated by Us on Our own behalf and on behalf of all agents and apply for the protection of all its agents as for Us. The Customer undertakes not to sue or make any claim whatever against any of us or agent of Us in respect of any alleged negligence or other default of that Us or agent in relation to the carrying out, failure to carry out or breach of any Contract.

12.8 The Customer acknowledges and agrees by placing orders with Us that: 12.8.1 This is a transaction into which both parties are freely entering. 12.8.2 There are clauses contained in these Conditions which exclude, limit or modify the liability of Us and Our agents.

12.9 All charges are subject to these Terms and Conditions

12.10 The Customer acknowledges that the Customer has read this Agreement and both understands and agrees with Us regarding all of the Terms and Conditions.

13. Cookies

13.1. This Website uses Cookies. See here for a description of what a Cookie is. ED uses them to track visitors – for example to see where visitors come from and therefore see which Marketing Campaigns are most effective. Third parties also use them on this website. They are innocuous (on this website, certainly) text files. Unless you have switched them off in your Browser, you will have hundreds from all the other the websites that you visit. This latest bit of Legislation says that Enviro Drones has to ask each visitor whether you wish to accept cookies, thus generating an annoying pop-up until you tick something. Our policy is simple:

13.2 We use cookies in various ways. If this makes you uncomfortable, then switch them off in your Browser (Google ‘switching off cookies’) or leave the website. We’d

rather you didn't, but equally we don't want to annoy you with pop-ups. If you're comfortable with the use of Cookies whilst you are here, please continue and enjoy the website. Nothing's changed except for another EU Directive created to comply with.