



R.C Helicopter
Aerial filming and editing
18 Fairway Avenue
Linkfield North 2192
South Africa
Tel (2711) 640 1900
Fax (2711) 640 1904
Mobile +27 82 553 5897
Email: stephen.verheul@pixie.co.za
www.visualair.co.za

TERMS & CONDITIONS

1. GENERAL CONDITIONS:

The client is held fully responsible for all shooting permits. Visual Air Productions (Pty) Ltd acts only as a provider of equipment and crew and all legalities concerning use of equipment on location and necessary permits and permissions must be arranged by the client. No direct overflights of people will be permitted, unless they have been previously informed of the danger involved and give their written acceptance to all shots in question. Visual Air Productions (Pty) Ltd has the right to refuse any flight maneuver it considers dangerous. This refusal will not influence the payment obligation of the client. Visual Air Productions (Pty) Ltd will not be responsible for any damage to people or property whatsoever, howsoever arising.

2. NO WARRANTIES:

The client acknowledges that the equipment and crew is provided without warranty of guarantee of any kind, express or implied, and that Visual Air Productions (Pty) Ltd assumes no responsibility, express or implied, in fact or in law, for the performance or nonperformance of said equipment other than as expressly agreed herein (whether the failure is caused by the negligence of the client, Visual Air Productions (Pty) Ltd or any other person or entity).

3. INDEMNITY:

The client agrees to and does hereby indemnify and hold Visual Air Productions (Pty) Ltd, its officers, agents and employees, harmless from and against any and all losses, damages, claims, of any kind or nature whatsoever, including legal expenses arising from the use, condition (including without limitation latent and other defects) or operation of the equipment, and by whatsoever used or operated during the term hereof. This indemnification shall continue in full force and effect during and after term of this agreement for causes arising during the term of this agreement.

4. INSURANCE:

Visual Air Productions (Pty) Ltd have public liability, limit of indemnity R5 million The client shall at his own expense, provide and maintain in full force and effect liability insurance covering any bodily injury and any property damage caused by accident and arising out of the ownership, maintenance or use of the helicopter/camera if required above a total amount of R5 million.

5. SCREEN CREDITS:

Unless otherwise agreed by Visual Air Productions (Pty) Ltd, the client shall provide screen credits to Visual Air Productions (Pty) Ltd as specified by Visual Air Productions (Pty) Ltd.

6. FILM MATERIAL:

Not included in the rental price is film material. Following completion of our 8-hour shooting day, balance payment must be paid by cheque to our on-site crew at which time the film material will be handed over to the production company. Use of the film material is not permitted until final payment in full of Visual Air Productions (Pty) Ltd services and expenses has been paid.

7. TRANSPORTATION:

(Does not apply to jobs in Johannesburg) Air fares and insured air freight for the complete equipment will be provided by client. The client shall provide transportation for equipment and crew from arrival to location until the job is completed. Transportation must be provided directly to the take off location of the helicopter. If not possible, the client must provide sufficient personnel to carry the equipment to the starting point.

8. WORKING CONDITIONS:

A rental day consists of 8 hours total. The time is calculated from the arrival time on location to the departure time from location. Flying can only be carried out if the film location area is free of any frequency interference on 35 and 53 Mhz. Should interference be present, client must ascertain source and clear the area or remove filming to another location. After half-hour of constant flying time, a 20 minute technical check and recharging of all electrical equipment must be allowed. Overtime & additional days will be charged according to the valid price list, including hold or wait days for weather, rushes, etc. The final decision of executing a demanded shot is at pilot's discretion.

9. DEMONSTRATION MATERIAL:

The client agrees to the use by Visual Air Productions (Pty) Ltd of all helicopter-filmed material during the production for its own demonstration reel. For this purpose, a Mini DV copy of all shots from the helicopter will be provided by client to Visual Air (Pty) Limited.

10. ORDER AND CANCELLATIONS:

Final acceptance of any proposal by Visual Air Productions (Pty) Ltd is subject to written confirmation by client, at least 2 weeks prior to shooting accompanied by a down-payment of 50% of total costs and all estimated expenses.

A 10% cancellation fee will be charged if a cancellation is made by client more than two weeks prior to the first shooting date. If Visual Air Productions (Pty) Ltd is notified of a cancellation less than two weeks before starting date, a 30% cancellation fee will be charged. Client will be liable to Visual Air Productions (Pty) Ltd for its full charges in the event of any cancellation on the day of shooting to weather conditions and will invoice client for hold/weather day.

11. FORM OF PAYMENT:

- a. A down-payment of 50% of the total charges plus expenses shall be paid no later than two weeks before the shooting date.
- b. Balance of payment is due immediately upon completion of job & presentation of invoice, and shall be paid prior to handing over the film material.

Date

Client Name

Client Signature

Visual Air Name

Visual Air Signature