VIP AirShots

General terms and conditions

Version 1 – October 2026 – translation of the Dutch "Algemene voorwaarden VIP AirShots"; in case of differences, the Dutch text prevails.

VIP AirShots · Marcellusstraat 2, 6444 VD Brunssum, the Netherlands · Chamber of Commerce no. 96509635 · info@vip-airshots.nl · www.vip-airshots.nl

Article 1 – Definitions

1. **VIP AirShots**: the sole proprietorship VIP AirShots, which makes aerial footage with drones (including FPV drones), also referred to as "we" or "us".
2. **Client**: the person or company that requests a quote or gives an assignment, also referred to as "you".
3. **Assignment**: making, editing and delivering photos and/or videos, and everything that goes with it, such as preparation, editing, travel and live viewing.
4. **Footage**: all photos, videos and edits we make for the assignment, both raw and edited.

Article 2 – When these terms apply

1. These terms apply to all quotes, assignments and deliveries of VIP AirShots.
2. Deviations only apply if we have agreed them in writing (including by e-mail).
3. The client's own terms do not apply, unless we have agreed to them in writing.

Article 3 – Quote and assignment

1. A quote is valid for 30 days, unless it states a different date.
2. Prices are excluding VAT, unless stated otherwise. For private clients we also state the amount including VAT.
3. Costs not yet known in advance, such as fees for permission from a municipality or landowner, are shown on the quote as "p.m." (to be determined). We charge them once they are known.
4. The assignment is concluded when the client accepts the quote, for example via the acceptance link, by e-mail or with a signature.
5. Changes after acceptance, such as extra hours, a different location or extra editing, are charged at the rates in the quote. Where possible we announce this in advance.

Article 4 – Execution and safety

1. We fly in accordance with the applicable European and Dutch drone regulations (EU 2019/947), with the required registration, certificates and insurance.
2. The pilot always decides on safety. We may refuse, adjust or stop a flight if flying is not safe or not permitted, for example because of the weather, crowds, airspace restrictions or instructions from the police, enforcement officers or the location. This is not a shortcoming on our part.
3. For FPV flights we work with an observer (spotter), as the regulations require.
4. If permission is needed for the location from the municipality, air traffic control or the owner of the site, we apply for it, unless agreed otherwise. We charge the costs (see article 3.3). If permission is refused, we look for an alternative together. If that is not possible, the client only pays the costs already incurred.

5. We do our best to make the desired footage, but cannot guarantee that every desired shot is possible (for example because of the regulations, the weather or the circumstances on site).

Article 5 – What we expect from the client

1. The client provides the information we need in good time, such as the address, times, a contact person on the day and special wishes.
2. The client ensures that we can reach the location at the agreed time and, if necessary, may enter it.
3. Where possible, the client informs people present (for example guests or staff) that filming with a drone will take place.
4. If we cannot start, or start later, because information or access is missing, we may charge the extra time and costs.

Article 6 – Weather and force majeure

1. If it is not safe to fly because of the weather (such as too much wind, rain or fog), we move the assignment to a new date in consultation, free of charge. This also applies if we are already on site.
2. If moving is not possible, for example for a wedding or event on a fixed date, the client pays nothing for the parts that could not take place because of the weather. In that case we refund any deposit. Costs of third parties already incurred, such as permit fees, are charged.
3. In the event of force majeure on our side, such as illness, an accident or an equipment defect that cannot be fixed in time, we look for a new date or a replacement in consultation. If that is not possible, we refund any deposit in full. We are then not liable for other damage.

Article 7 – Cancellation or rescheduling by the client

1. Cancellation is possible by e-mail or telephone. We confirm the cancellation by e-mail.
2. On cancellation the client pays:
   - up to **7 days** before the date of the assignment: **nothing** (we refund any deposit, minus costs already incurred, such as permit fees);
   - **less than 7 days** before the date, or **on the day of the assignment** itself: **50%** of the agreed amount, plus travel costs if we are already on our way.
3. Moving to another date is free of charge if requested at least 7 days in advance and we are available on the new date. For later rescheduling article 7.2 applies, unless we agree otherwise.
4. If the client has to cancel for a serious reason, such as serious illness, an accident or a death in the family, we may waive the costs of article 7.2 in whole or in part. In such a case we preferably offer to reschedule the assignment free of charge. We assess this case by case and reasonably.

Article 8 – Deposit

1. For weddings and events we ask for a deposit of **30%** of the quoted amount. This secures the date for you.
2. You pay the deposit within 14 days of the deposit invoice, and in any case before the date of the assignment. As long as the deposit has not been received, the date is not definitively reserved.
3. The deposit is deducted from the final invoice.

Article 9 – Delivery, delivery time and corrections

1. We deliver photos and edits within **14 working days** after the shooting day, unless agreed otherwise. Faster delivery (within 48 hours) is possible for a rush surcharge.
2. Delivery is digital, for example via a personal share link or a download link.
3. Editing includes **two correction rounds**. A correction round is one list of changes to the delivered edit. Extra rounds or major changes (such as a completely different set-up) are charged at the hourly rate for editing.
4. We determine the selection of the footage, the editing and the style as professionals, within the client's wishes. A different taste is no reason for a complaint.

Article 10 – Live viewing

1. For some assignments the client can watch live via a personal link. This is an extra service.
2. The live picture may have a delay of a few seconds and may drop out, for example because of the mobile network, the distance or changing batteries. No rights can be derived from this.
3. The link is personal. The client only shares it with people who may watch.

Article 11 – Prices, invoices and payment

1. We invoice after delivery. If a deposit applies, we first send a deposit invoice (article 8).
2. Travel costs are charged per kilometre, return from our premises, at the rate in the quote.
3. You pay invoices within **14 days** of the invoice date, to the account and quoting the invoice number stated on the invoice.
4. If you do not pay on time, we send a reminder with a new term of 14 days. If payment still does not follow, we may charge statutory interest and collection costs in accordance with the law. For businesses the statutory commercial interest applies.
5. As long as payment has not been made in full, we may postpone delivery of (the rest of) the footage.

Article 12 – Use of the footage and copyright

1. The copyright of the footage remains with VIP AirShots.
2. After full payment the client receives the right to use the delivered footage, unlimited in time, for its own purposes, such as its own website, social media, presentations and advertising for its own business or private use.
3. Without our permission the client may not sell the footage, license it to others, or use it for a business other than that of the client.
4. We may use the footage for our portfolio, our website and social media, unless the client objects before the assignment. We take the privacy of recognisable people into account.
5. Crediting VIP AirShots on publication is appreciated, but not required.

Article 13 – Keeping the footage

1. We keep the raw and edited footage until **3 months** after delivery. After that we may delete it.
2. The client is responsible for downloading and backing up the delivered footage.
3. If the client wants footage after those 3 months, this is only possible if we still have it, possibly for a fee.

Article 14 – Liability

1. We have liability insurance for flying drones.

2. Our liability is limited to the invoice amount of the assignment or, if higher, to the amount our insurer pays out in the case concerned.
3. We are not liable for consequential damage, such as lost turnover or missed opportunities, nor for damage caused by incorrect information from the client.
4. These limitations do not apply in case of intent or gross negligence on our part.
5. If there is damage, the client reports it as soon as possible, and no later than 14 days after the damage was discovered.

Article 15 – Complaints

1. The client reports complaints about the delivery within 14 days of delivery, by e-mail to info@vip-airshots.nl, with a clear description.
2. We respond within 14 days and look for a solution together, for example an extra correction or a new shoot if reasonable.
3. A complaint does not entitle the client to suspend payment for the part of the assignment that is not the subject of the complaint.

Article 16 – Privacy

1. We handle personal data with care and comply with the GDPR. How we do this is described in our privacy statement at www.vip-airshots.nl/en/privacy.
2. The client is responsible for its own use of delivered footage in which people are recognisable, for example when publishing it.

Article 17 – Applicable law

1. Dutch law applies to all agreements with VIP AirShots.
2. We first try to resolve disputes together. If that fails, they are submitted to the competent court of the District Court of Limburg (the Netherlands). A private client may, within one month after we invoke this article, choose the court that is competent by law.