

DRONE HIRE TERMS, CONDITIONS AND OPERATIONAL CONSIDERATIONS:

1. Timeslice Cinematography (PTY) Ltd has a very comprehensive Operational Spec and we can offer the following services legally: Flying in controlled airspace, flying at night, flying near or over public roads as well as flying close to people and buildings. Our flight team consists of a three man crew.
2. Bookings are only confirmed once a 50% deposit has been received and the signed terms and conditions emailed back to Timeslice Cinematography (PTY) Ltd by the executive producer. It shall be to duty of the contracting production company to inform and alert the agency, director and director of photography to drone operating limitations which have been outlined below. Timeslice Cinematography (PTY) Ltd works on a 1st, 2nd and 3rd pencil system. Productions on a first pencil shall be issued with 24 hours in which to confirm or release a penciled date should the 2nd pencil be ready to confirm.
3. Moved dates or cancellations are billed according to CPA regulations.
4. **Flight Path for the ALTA /Story Board Planning Considerations for the Director:** It is important to take weight and size of the drone into consideration when planning a storyboard with a drone. The ALTA at full payload with an Arri Alex Mini is not as agile as a Phantom with a Go Pro, and, as it is also a considerably bigger machine, it cannot operate in the narrow spaces that a Phantom with a Go Pro can. The ALTA under the right conditions can track a vehicle at 30 km/h and can fly between obstacles, these however need to be discussed in detail with the Pilot in Command and operating conditions must be ideal.
5. The drone **may not fly at all in snow, rain or temperatures exceeding 45 Degrees Celsius or minus (-) 15 Degrees Celsius.** Please keep in mind that weather conditions on the ground are different to weather conditions 40 - 150m above the ground. Factors such as changes in temperature, gusts as well as air pockets are genuine risks and variables the pilot in command shall take into consideration when preparing for flight. The *payload is dependant on altitude* above sea level and temperature. The drone can carry a heavier payload at sea level than at 1000m above sea level. A payload vs altitude table is located in Annexure B for your perusal.
6. **Important:** Filming conditions for the drone need to be deemed suitable by the Pilot in Command and the Air Safety Officer. Flying operations shall be determined as per the risk assessment which is included in Annexure A of this document for your perusal. In order to conduct an accurate risk assessment, a story board/ script requirement should be provided to Timeslice Cinematography (PTY) Ltd. The risk assessment will be conducted prior to the commencement of a shoot using available meteorological information, airspace considerations, landscape information and provided story board. This shall be made available to production once completed. This assessment is subject to change depending on meteorological conditions and flight requirements on the actual day of the shoot. Note: the accuracy of the risk assessment is dependent on the accuracy of information and shot requirements provided to Timeslice Cinematography (PTY) Ltd prior to the commencement of the shoot. Should client's or productions not wish to proceed with a shoot after the risk assessment has been conducted, only the risk assessment will be billed for at a rate of R5000. No fee shall be charged for the risk assessment if the shoot is confirmed.
7. A sample risk assessment has been provided in Annexure C.
8. Only circumstances which are assessed at a risk index of 5E, 4E, 3E, 2E, 2D, 1E, 1D and 1C shall be allowed to proceed. Higher risk indexes shall have to be mitigated to fall into the acceptable levels. Risk mitigations may include: lightening the payload, flying further away from obstacles or people or changing the flight path. The Pilot in Command will be able to advise production on how to proceed should operational conditions start to become adverse.
9. It is advisable, that your director and director of photography have a "plan B" in case conditions prove unfavourable on the shoot day. This may include a lighter payload (possibly using a lighter lens) and be further away from people or change the flight path to one where the pilot shall have better control of the aircraft.
10. Wind considerations: The amount of wind the drone can fly in is dependant on several factors, their combination and the impact these factors will have on operational safety. These factors include, but are not limited to: wind speed, payload (the lighter the payload, the more wind the drone can handle), flight path required, flight time, obstacles, proximity to people or animals, speed, altitude, pilot's line of sight

and risk to environment. As a general rule of thumb, the drone cannot fly in more than 30 - 40 km/ h winds even if risks are mitigated.

11. When flying on **controlled airspace**, the Pilot in Command needs to **adhere to the Air Traffic Control tower's instruction/s**. Should the airspace be occupied by a manned aircraft, the Pilot in Command will be advised by the tower to standby until the manned aircraft has cleared the operation area. The Pilot in Command may only take off when given permission from the control tower. The Pilot in Command may also be asked to clear the operational area if another manned aircraft needs to pass through that airspace. For controlled airspace operations, a flight plan needs to be submitted to the Air Traffic control tower at least 48 hours prior to the intended operation. It is thus essential that if the production wishes to use the drone in controlled airspace, that Timeslice Cinematography (PTY) Ltd is provided with the correct time and location information for the shoot. Timeslice Cinematography (PTY) Ltd cannot be held liable for any delays caused by Air Traffic Control.
12. Due to propriety technology, knowledge and operation procedures, Timeslice Cinematography (PTY) Ltd has a very strict "**no behind the scenes**" photos and video policy. *No mobile phone photos or videos will be allowed to be taken by any person on set.* Should your production be making a behind the scenes video, this needs to be discussed with Timeslice Cinematography (PTY) Ltd before the commencement of the shoot and your behind the scenes operator will be required to sign an NDA which shall be mailed to you on request. No footage of the drone whilst in flight or on the ground may be used without the prior consent of Timeslice Cinematography (PTY) Ltd. Producers / clients are asked to inform their crew of this condition.
13. Acknowledgement: It is duly recored that by payment of a deposit and confirmation of a booking, the contracting production company has read and understood the above terms of service.

EQUIPMENT RENTALS, BUNDLE DEALS AND OR CREW HIRE:

1. Timeslice Cinematography PTY Ltd rents the equipment (as identified overleaf) to the Lessee, on the terms and conditions set out herein. It is specifically recorded that no post production negotiations with regard to accepted quotations will be entered into.
2. Rental is charged on a daily basis (at the tariffs set out on the quotation) calculated on 24-hour cycles (or part thereof if agreed to up front and in writing) from the time that the equipment leaves the rental premises to the time, which it is returned in an undamaged condition. In the case of damage, rental is charged until the equipment is repaired or replaced or until the Lessee pays in terms of point three below. Crew are billed in 10 hour days, standard CPA regulations regarding overtime will apply to all overtime billed, and will be added to the final invoice, unless otherwise specifically agreed to in writing and quoted as such prior to the commencement of the shoot. The Lessee/ Production Company specifically agrees that all overtime worked will be paid in full, without deduction or set-off.
3. The Lessee undertakes sole responsibility of the goods hired as per the above list. All lost, damaged or stolen items are for the account of the Lessee which must be settled on presentation of invoice, without deduction or set-off. In the event that insurance is provided by Timeslice Cinematography PTY Ltd , all excesses are payable by the Lessee. The Lessee will be liable for an excess on each item hired.
4. Collection and delivery of equipment shall be the responsibility of the Lessee within the periods as stipulated above, all such at the exclusive cost of the Lessee. In the event that the Lessee is unable to collect and or deliver equipment, unless otherwise agreed Timeslice Cinematography PTY Ltd , can recover from the Lessee all courier and or transport and or freight costs as well as a handling fee of 10% of the total rental charge for the particular transaction. Unless otherwise agreed upon, delivery and collection of equipment will take place in Pretoria East, Olympus AH. Risk passes on delivery, and with the Lessee remaining responsible for the return of the equipment in exactly the same condition as when it was collected and or delivered in the first place. In certain instances, Timeslice Cinematography PTY Ltd may request a R5 000 - R15 000 deposit for rented equipment, which will be refunded on return of the equipment in the same condition as which it left in and when all outstanding amounts have been settled.
5. Timeslice Cinematography PTY Ltd rents the equipment to the Lessee on a voetstoots basis, giving no warranties and making no representations of any nature whatsoever. Timeslice Cinematography PTY

Ltd allows for the equipment to be tested by the Lessee before removing it from the rental premises, Timeslice Cinematography PTY Ltd can then not be held liable for any loss or damages whatsoever suffered as a result of malfunctioning or under performance of (any defects in) the equipment. Whilst Timeslice Cinematography PTY Ltd takes the utmost care in selecting highly qualified and skilled professionals, Timeslice Cinematography PTY Ltd cannot be held liable for under performance or claims against any crew member. The Lessee indemnifies Timeslice Cinematography PTY Ltd against any claims from any third party that may arise from the Lessee's use or possession of the equipment itself and or crew members, directly or indirectly.

6. All goods and footage remain the exclusive property of Timeslice Cinematography PTY Ltd until paid for in full, without deduction or set-off.
7. All footage shot with either Timeslice Cinematography PTY Ltd equipment or Timeslice Cinematography PTY Ltd crew members remains the exclusive property of Timeslice Cinematography PTY Ltd until the final invoice is paid for in full, without deduction or set-off. Any footage used in any form of publication before full payment has been made, will be liable to usage charges in addition to the final invoice. Discounted rates are only applicable if the terms of payment have been strictly adhered to and met. Failure to make payment on the specified date may result in the discounted rate being forfeited.
8. The accepted quotation is binding to the Lessee and no post production negotiations will be entered into. Additional items or crew requested after the initial quotation has been accepted will be billed for accordingly and added to the final invoice, which is payable on presentation of invoice, without deduction or set-off. Failure of the Lessee to make payment by a specified date may result in certain equipment being substituted if stock of the specified item is no longer available by the date payment has been made.
9. Any post production done off-set and not specifically quoted on, but is requested by the client, may be billed at a rate of R2000 per hour.
10. Not with standing anything else herein, should the Lessee wish to allege that it has a claim against Timeslice Cinematography PTY Ltd which it wishes to set off against charges due in terms thereof, the Lessee specifically agrees that in such circumstances it must first pay the charges due and then sue Timeslice Cinematography PTY Ltd should it wish to recover any losses in respect of any such alleged claims.
11. NON SIGNATURE: It is specifically recorded that, in the event on the Lessee not signing this terms and conditions agreement of the rental, the Lessee acknowledges by accepting and utilizing this equipment they accept full responsibility as per terms and conditions of the agreement as herein even though no physical signature is attached to this agreement.
12. The party signing these terms and conditions and the overleaf agreement on behalf of the Lessee, warrants his or her authority to bind the Lessee to this agreement.
13. The parties acknowledge that this agreement is the whole agreement (consisting of these terms and conditions and the agreement overleaf) between the parties, and furthermore no variations or cancellations nor any waivers will be valid.
14. Package deals: Items quoted as a package deal may not be subdivided. Items changed or amended may result in an increase in unit price.

ANNEXURE A

RISK PROBABILITY		RISK SEVERITY				
		Catastrophic A	Hazardous B	Major C	Minor D	Negligible E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

RISK ASSESSMENT INDEX

Risk Assessment Index	Suggested Criteria
5A, 5B, 5C, 4A, 4B, 4C, 3A, 3B, 2A	Unacceptable under the existing circumstances. Risk mitigation critical.
5D, 4D, 3C, 3D, 2B, 2C, 1A, 1B	Risk mitigation required. It might require management decision.
5E, 4E, 3E, 2E, 2D, 1E, 1D, 1C,	Acceptable.

RISK PROBABILITY MATRIX

Likelihood / Probability Category	Description	Examples of what to look out for
1	Extremely Improbable (rare)	Almost inconceivable that the event will occur
2	Improbable (seldom)	Very unlikely that the event will occur. It is not know that the event occurred before.
3	Remote (unlikely)	Unlikely but could possibly occur. Has occurred rarely.
4	Occasional	Like to occur sometimes. Has occurred infrequently.
5	Frequent	Like to occur many times / regularly. Has occurred frequently / regularly.

RISK SEVERITY MATRIX

Severity Category	Description: Consequence (can lead to)...	Examples of what to look out for ...
Catastrophic A	One or multiple deaths & complete loss / destruction of equipment	A major accident
Hazardous B	Serious injuries / Major Damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Major C	Minor injuries / Minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of increase in the workload, or as a result of conditions impairing their efficiency

ANNEXURE B

WEIGHT LIMITS

Maximum Payload **6.8 kg (15.0 lbs) 13.6 kg (30.0 lbs)**
 Maximum Takeoff Weight See following table

Press Alt Ft	0°C		10°C		20°C		30°C		40°C	
	Maximum Gross Weight (lb)	Maximum Gross Weight (kg)	Maximum Gross Weight (lb)	Maximum Gross Weight (kg)	Maximum Gross Weight (lb)	Maximum Gross Weight (kg)	Maximum Gross Weight (lb)	Maximum Gross Weight (kg)	Maximum Gross Weight (lb)	Maximum Gross Weight (kg)
S.L.	30.0	13.6	30.0	13.6	29.5	13.4	28.5	12.9	27.6	12.5
1000	30.0	13.6	29.4	13.4	28.4	12.9	27.5	12.5	26.6	12.1
2000	29.4	13.3	28.4	12.9	27.4	12.4	26.5	12.0	25.7	11.6
3000	28.4	12.9	27.4	12.4	26.4	12.0	25.5	11.6	24.7	11.2
4000	27.3	12.4	26.4	12.0	25.5	11.5	24.6	11.2	23.8	10.8
5000	26.3	11.9	25.4	11.5	24.5	11.1	23.7	10.8	23.0	10.4
6000	25.4	11.5	24.5	11.1	23.6	10.7	22.8	10.4	22.1	10.0
7000	24.4	11.1	23.5	10.7	22.7	10.3	22.0	10.0	21.3	9.7
8000	23.5	10.7	22.7	10.3	21.9	9.9	21.2	9.6	20.5	9.3
9000	22.6	10.3	21.8	9.9	21.1	9.6	20.4	9.2	19.7	8.9
10000	21.8	9.9	21.0	9.5	20.3	9.2	19.6	8.9	19.0	8.6