

1. Introduction

1.1 These terms and conditions govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies.

2. Copyright notice

2.1 Copyright (c) – Drone Directory.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensor's, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

3.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website;

(d) stream audio and video files from our website; and

(e) use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer unless indicated to do by the option to download brochures and or information offered by our advertisers.

3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Registration and accounts

5.1 To be eligible for an individual account on our website under this Section 5, you must be at least 18 years of age.

5.2 You may register for an account with our website by completing and submitting your email on the register and login form on our website and clicking on the login link. The website will send you an email containing your unique and secure verification link. This link is your login link and must be kept secure and confidential.

5.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

6. User IDs and Verification Links

6.1 If you register for an account with our website, your email address is used as your user ID and an unique and secure verification link is created and emailed to you.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 18; you must not use your account or user ID for or in connection with the impersonation of any person.

6.3 You must keep your verification link confidential.

6.4 You must notify us in writing and by email immediately if you become aware of any disclosure of your verification link.

6.5 You are responsible for any activity on our website arising out of any failure to keep your verification link confidential and may be held liable for any losses arising out of such a failure.

7. Cancellation and suspension of account

7.1 We may:

(a) suspend your account;

(b) cancel your account; and/or

(c) edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you, a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

7.2 You may cancel your account on our website at any time and remove your listing however you will not be entitled to any refund in part or in full if you cancel your account before the end of the listing period booked.

8. Reviews

8.1 We publish reviews of businesses, products and other related services on our website.

8.2 Reviewers are or may be independent from us; accordingly, reviews published on our website do not necessarily reflect our views and opinions.

8.3 You acknowledge that reviews published on our website may be out of date, biased, partial, misleading and/or inaccurate.

8.4 You should not rely upon reviews published on our website to make decisions or determine courses of action, and you should conduct your own research before making a decision or embarking upon a course of action.

8.5 Subject to Section 21.1, we will not be liable to you for any loss or damage arising from any reliance you may place on any review published on the website.

8.6 You agree to the publication of reviews relating to you and your business, by others, on our website; you acknowledge that such reviews may be critical or defamatory or otherwise unlawful; and, subject to Section 21.1, you agree that you will not hold us liable in respect of any such reviews, irrespective of whether we are aware or ought to have been aware of such reviews.

9. Expert reviews

9.1 We may publish reviews by experts on our website.

9.2 If you provide expert reviews to our website, the supply by you and use by us of those reviews will be subject to separate terms and conditions.

10. User reviews

10.1 We publish reviews by users on our website.

10.2 Any user may submit reviews for publication on our website, subject to these terms and conditions. / If you have registered with our website, you may submit reviews for publication on the website, subject to these terms and conditions.

10.3 Your reviews must be honest, reasonable and bona fide reviews of businesses, products or services found on our website.

10.4 You may only post a review if you have first-hand experience of the business, product or service found on our website.

10.5 You must not post a review if:

(a) you have a [financial] interest in the subject matter of the review;

(b) you are an owner, partner, member, employee, business partner, advertising agency or affiliate of any person who has a financial interest in the subject matter of the review; or

(c) you are otherwise connected with, or related to, any person who has a financial interest in the subject matter of the review.

10.6 For the avoidance of doubt, your reviews constitute "your content" for the purposes of Section 17 and Section 18.

10.7 You acknowledge that we may publish and otherwise use, in conjunction with your reviews, the name you provide to us / your user ID, but we shall have no obligation to do so.

10.8 You hereby waive all your moral rights in your reviews to the maximum extent permitted by applicable law and warrant that all other moral rights in your reviews have been waived to the maximum extent permitted by applicable law.

10.9 You acknowledge that the user reviews published on our website are submitted by users, and that we do not usually review, approve or edit such reviews; accordingly, we do not warrant the completeness or accuracy of the user reviews.

11. Directory Listing

11.1 We welcome listing submissions to the directory published on our website.

11.2 Each submission to our directory must be a listing in respect of a legitimate business, product or service.

11.3 For the avoidance of doubt, your directory submissions constitute "your content" for the purposes of Section 17 and Section 18 and must comply with the acceptable use rules set out in Section 4.

11.4 You agree to keep your directory submissions up to date at all times.

12. Free directory listings

12.1 We sometimes offer a free second listing when another directory listing is purchased, this will normally run concurrent with the paid listing.

12.2 If we do offer a free directory listing, it will remain published on our website for the relevant period set, subject to termination or deletion in accordance with these terms and conditions.

12.3 We may delete a free directory listing at any time, with or without notice to you.

13. Paid directory listings

13.1 You may purchase a paid listing to our directory by signing up at our 'Purchase' page and agreeing to these Terms and Conditions. Once your registration has been approved and you have paid for your chosen package you will have access to our site and manage your own listings.

13.2 You will have the opportunity to identify and correct input errors prior to your listing being made live.

13.3 Submissions include the benefits outlined in each listing Plan.

13.4 If we accept a paid directory submission, it will remain published on our website for the relevant period specified for that particular plan, subject to termination or deletion in accordance with these terms and conditions.

13.5 We may delete a paid directory listing at any time, providing that if we delete a paid listing in accordance with this Section 13.5 before the end of the period in respect of which listing fees have been paid, we will refund to you a pro-rated portion of those listing fees reflecting the unexpired listing period, such amount to be calculated by us using any reasonable methodology.

14. Prohibited directory submissions

14.1 Without prejudice to our other rights under these terms and conditions, we reserve the right to reject or delete submissions that breach these terms and conditions, or that do not meet our guidelines for submissions published on our website.

14.2 If we reject or delete a submission in accordance with this Section 14, we reserve the right not to refund any applicable charges.

15. Advertisements / Banner & Display

15.1 For full details of Banner and display advertising details please contact us.

15.2 We accept logo and display adverts in square jpeg, png and gif format in the sizes set out to you at the time of entry.

15.3 Please ensure you have proof read your listing and images prior to forwarding it us.

15.4 Advertisements submitted to our website must constitute bona fide advertisements relating to your product or service that are relevant, true, fair and accurate in all respects.

15.5 Advertisements will appear in the appropriate category or categories.

15.6 Advertisements submitted to our website must not be for any product, service or other subject matter that:

(a) breaches any laws, regulations or codes;

(b) infringes any third-party intellectual property rights or other legal rights; or

(c) may give rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law.

15.7 Advertisements submitted to our website must not be for any product, service or other subject matter that:

(a) consists of or contains material that would, if published on our website by you, contravene the provisions of Section 18;

(b) is or relates to:

(i) drugs, narcotics, steroids or controlled substances;

(ii) obscene, indecent, pornographic or sexually explicit materials;

(iii) knives, swords, firearms or other weapons;

(iv) ammunition for any weapon;

(v) items that encourage or facilitate criminal acts or civil wrongs; or

(vi) items that encourage or facilitate the infringement of any intellectual property right;

15.8 Your advertisements must comply with the requirements of Section 4 and Section 18.

15.9 You grant to us a worldwide, non-exclusive, royalty-free licence to publish your advertisements on our website, and to copy, alter and store your advertisements in connection with their publication on our website, together with the right to sub-license these rights.

15.10 You agree to keep your listing/advertisement up to date and agree to advise us if you wish us to remove any listing/advertisements on your behalf that may have ceased to be relevant to our users for example, because products advertised are no longer available.

15.11 Listings submitted to our website will be automatically processed / individually reviewed and will usually be published within 24 hours (the only exceptions to this are weekends, bank holidays, Christmas & Easter when it may take longer to approve your account and make your advert live).

15.12 Without prejudice to our other rights under these terms and conditions, we reserve the rights to reject, unpublish or delete listings/advertisements that breach these terms and conditions or that do not meet any additional guidelines for submissions published on our website. If we reject, unpublish or delete a listing or advertisement in accordance with this Section 15.12, we will not refund any applicable fees paid.

15.13 If we accept your listing/advertisement submission, then it will remain published on our website for the period of the time agreed or as shown on order confirmation/invoice, subject to these terms and conditions.

15.14 From time to time we may allow the publication of advertisements on our website free of charge, providing that free advertisements will be subject to such additional terms and conditions as we may specify from time to time, and we may delete free advertisements at any time in our sole discretion with or without notice to you.

16. Fees

16.1 The fees in respect of our listing submission services will either be advertised on our site or confirmed by email.

16.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

16.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

16.4 We may vary fees from time to time by posting new fees on our website or in promotional material and email but this will not affect fees for services that have been previously paid.

16.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

16.6 If you make an unjustified credit card or other charge-back then you will be liable to pay us, within 10 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of GBP £25.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 16.6 including without limitation legal fees and all debt collection fees,

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 16.6.

16.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

16.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

17. Your content: licence

17.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

17.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

17.3 You grant to us the right to sub-license the rights licensed under Section 17.2.

17.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 17.2.

17.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

17.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

17.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

18. Your content: rules

18.1 You warrant and represent that your content will comply with these terms and conditions.

18.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

18.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under the General Data Protection Regulation (GDPR) legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence, in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

(r) cause annoyance, inconvenience or needless anxiety to any person.

18.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

18.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

18.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

19. Report abuse

19.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

19.2 You can let us know by email or by calling us.

20. Limited warranties

20.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

20.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

20.3 To the maximum extent permitted by applicable law and subject to Section 21.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

21. Limitations and exclusions of liability

21.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

21.2 The limitations and exclusions of liability set out in this Section 21 and elsewhere in these terms and conditions:

(a) are subject to Section 21.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

21.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

21.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

21.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

21.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

21.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

21.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

21.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

(a) The total amount paid to us for listings or advertising on the website.

22. Indemnity

22.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of:

(a) any breach by you of any provision of these terms and conditions; or

(b) your use of our website.

23. Breaches of these terms and conditions

23.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our website;

(c) permanently prohibit you from accessing our website;

(d) block computers using your IP address from accessing our website;

(e) contact any or all your internet service providers and request that they block your access to our website;

(f) commence legal action against you, whether for breach of contract or otherwise; and/or

(g) suspend or delete your account on our website.

23.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

24. Third party websites

24.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

24.2 We have no control over third party websites and their contents, and subject to Section 21.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

25. Trademarks

25.1 The Drone Directory, the directory, our logos and our other registered and unregistered trademarks are marks belonging to us; we give no permission for the use of the name 'Drone Directory' unless you have been authorised by us to do so. Any such unauthorised use may constitute an infringement of our rights.

25.2 The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

26. Competitions

26.1 From time to time we may run competitions, free prize draws and/or other promotions on our website.

26.2 Competitions will be subject to separate terms and conditions (which we will make available to you as appropriate).

27. Variation

27.1 We may revise these terms and conditions from time to time.

27.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions. / We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

27.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

28. Assignment

28.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

28.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

29. Severability

29.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

29.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

30. Third party rights

30.1 These terms and conditions are for our benefit and your benefit and are not intended to benefit or be enforceable by any third party.

30.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

31. Entire agreement

31.1 Subject to Section 21.1, these terms and conditions, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

32. Law and jurisdiction

32.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

32.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England & Wales.

33. Statutory and regulatory disclosures

33.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

33.2 These terms and conditions are available in the English language only.

34. Our details

34.1 This website is owned and operated by: The Drone Directory.

34.2 Our principal place of business is at:

Mount Pleasant, Great Orford St, Liverpool L3 5TF

34.3 You can contact us by writing to the business address given above, by email to: info@londondronefilming.co.uk.

Effective 1st March 2024.