

TERMS AND CONDITIONS OF SERVICE

1. In the design of bespoke Billboard banners THE CLIENT accepts by signing the final Artwork Proof/Confirmation of Order that the artwork depicted on it is correct, and gives consent to print the design as shown. . Whilst FLYBYADS makes every effort to ensure the accuracy of client artwork, by giving consent to print THE CLIENT assumes full responsibility for the accuracy of the final printed product.
2. THE CLIENT agrees that FLYBYADS and its agents will not be held responsible or liable for printed jobs for bespoke Billboards containing errors, omissions or inaccuracies as a result of errors overlooked by the client their final Artwork Proof/Confirmation of Order.
3. The cost of designing and developing bespoke billboard banners, company logos etc are not refundable. These are the property of THE CLIENT and will be sent to THE CLIENT, following the display, on request.
4. THE CLIENT assumes full responsibility for the accuracy of the spelling of any letter message authorised for construction and towing by FLYBYADS. FLYBYADS will only accept written instruction and approval of letter messages (no verbal instruction) to ensure clarity of message.
5. In providing bespoke, Billboard banners, to our clients from their artwork, FLYBYADS acts as an intermediary and is unable to offer or imply a warranty on the materials, which are produced to the highest "flight ready" standard by specialist companies. Very occasionally, a sheet banner may tear in flight, a consequence of the dramatic forces – much like a sail – being applied against the material. Frequently and like a sail, repairs can be made but if the tear is too large, there may be no option but to replace the banner at the client's cost.
6. FLYBYADS is happy to store Billboard banners for clients out of season, however this service is at the client's own risk and the client may wish to add the banner to its own insurance.
7. In making a booking, the client accepts responsibility for providing accurate information on the location required and the route selected or personalised.
8. Providing a banner display is a complex exercise involving many different factors, among these are the equivalent of Health & Safety regulations for aircraft which are governed by the C.A.S.A. When providing a service, our pilots will pay particular attention to all safety aspects of the flight and in particular the regulated safe altitude and proximity to congested areas in the unlikely event of an emergency. FLYBYADS cannot accept responsibility for any delays outside it's control. Your flight may also be subject to unexpected Air Traffic Control routing or technical delays if we are close to controlled airspace with large airports nearby.
9. During the day of the display and time leading-up to the display, it is essential that THE CLIENT provides a means of contact, so that FLYBYADS can inform and confer with THE CLIENT by text, email or mobile phone of any changes to weather conditions, arrival times or en-route delays. Failure to provide a contact point in the critical period leading-up to the flight may lead to the flight being cancelled with a subsequent loss of refund.
10. On occasions and as a consequence of longer positioning distances involved, FLYBYADS will need to make an operational "Go/No Go" judgement decision based on the available weather forecast for the destination. Unless instructed otherwise, THE CLIENT accepts that FLYBYADS will make this appropriate operational decision and if the weather at the destination is below limits on arrival, then FLYBYADS will only charge the client for banner production and the positioning costs involved. If the client however wishes to make any final decision prior to any flight commencing, then FLYBYADS should be notified of this preference in advance.

CANCELLATION TERMS:

11. If a cancellation instruction is received from THE CLIENT inside seven days of the display 50% of the total towing fee will be returned to the client (Bespoke Billboard costs and Letter Construction costs are non-refundable). The event can be re-scheduled to a mutually convenient date at any time within 30 days of the original display with the balance of the towing fee to be paid seven days prior to the new display date.
12. For a cancellation received from THE CLIENT outside seven days, the total towing fee will be returned if already paid (Bespoke Billboard costs and Letter Construction costs are non-refundable). The event can be re-scheduled to a mutually convenient date at any time.
13. If the weather conditions on the day of the assignment are considered marginal, FLYBYADS will consult with the client to determine whether a "best efforts" attempt should be made to deliver the display.
14. If, for operational reasons beyond our control or technical problems, FLYBYADS is unable to provide the service, then a full refund of the towing fee, plus in the cast of Letter Construction a \$100 refund, will be offered to the client within seven days. Bespoke Billboard costs are non-refundable.
15. In the event of bad weather cancellation, the client will, on request, receive a full refund of the towing fee, plus in the case of Letter Construction an additional \$100 refund, will be offered to the client within seven days. Bespoke Billboard costs are non-refundable.