

Terms & Conditions

1. Definitions & General Terms

In these Terms and Conditions the words 'Story of AMS' 'we' 'us' 'our' and 'ours' refer to Story of AMS B.V. The words 'client' and 'customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all video and associated audio products created by Story of AMS, including all moving and still images and sound recordings of whatever form.

2. Pre-production requirements

It is the Clients responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final video production. No liability will be accepted by Story of AMS for delays or failure to deliver the agreed product if caused by any element which is the Client's responsibility.

Where copyright material is provided by the client for incorporation into a Story of AMS production, permission must be obtained from the original copyright owner / material provider.

3. Revisions

In every phase of the project, from storyboard to shotlist, script and the edit, there is room for one revision round. All feedback given after the correct implementation of the feedback in the first round is considered additional work (out of scope) and will be charged with our regular hourly-rate of €100 per person.

4. Client delays

In the event of filming being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the production brief, we reserve the right to reschedule the affected days of filming and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s)

5. Cancellation, Safety and Insurance

Dates for production are agreed in advance and confirmed by you. Where these dates are cancelled whether due to a request from the client or due to an amendment by the client that results in a cancellation the following charges will apply where the cancellation notice is given or is caused:

- a. Within 7 days of shoot date – €250,-
- b. Within 72 hours of shoot date – 50% of daily shoot costs
- c. Within 24 hours of shoot date – 100% of daily shoot costs

6. Adverse weather conditions

In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

7. Copyright

Story of AMS asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by Story of AMS.

8. Usage licence – rights to the use of project content

Where the Client provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies Story of AMS against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material.

We retain all rights to the usage of footage captured during the production of any client-commissioned project. As part of our video production service, we will grant a time-unlimited licence for use of that footage to the Client subject always to the following express condition:

Story of AMS retains all copyright over any content we produce. A usage licence grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy or alter the content in any way.

We reserve the rights to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes.

Story of AMS assigns to the Client a licence to use the video production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.