

# TERMS OF SERVICE

Inshot Media 2024

## 1. DEFINITIONS

The term “Company” shall mean Inshot Media.

The term “Client” shall mean the person, firm, agency, or company to whom the purchase order/invoice is issued.

The term “Products or Services” shall mean any product or service that is provided by the Company to the Client.

## 2. SUPPLY OF PRODUCTS OR SERVICES

The Company agrees to supply the products or services to the Client as detailed in the Order/Invoice and according to these Terms of Service.

## 3. EDITING

All estimates are inclusive of editing, including one revision of the final work. Further edits may incur additional costs.

## 4. PAYMENT

All estimates are valid for 30 days from the date of issue.

Estimates prepared by the Company are accurate at the date of issue; however, if additional editing is required the Company will notify the Client in writing of any additional costs that might be incurred due to changes/additional work requested by the Client.

## 5. CANCELLATIONS

Up to 24hrs after booking: full refund.

Up to three days before filming: 50% of the estimated cost payable.

Less than three days before filming: 100% of the estimated cost payable.

## 6. LIABILITY

The Company accepts no liability for any loss or damage that may arise from the supply of the products or services. In the unlikely event of the Company being unable to supply the products or services as specified in the Order/Invoice, liability shall be limited to the total invoice value – or monies already paid by the Client. The Company will not be liable to provide replacement services.

## 7. CARE AND DAMAGE TO CLIENT PROPERTY

Every care is taken in the handling of the Client’s property however the Company accepts no responsibility whatsoever for any loss or damage due to unforeseen circumstances whilst in the custody of the Company.

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## 8. RIGHT OF ASSIGNMENT

The Company retains its right to assign the supply of the products or services to the Client to another suitable company should they be unable to complete the commission under these Terms of Service.

**9. FILMING PERMITS AND INCLUSION OF COPYRIGHT MATERIAL** The Client will ensure that permission is sought for the inclusion of any copyrighted material they supply to the Company to enable them to deliver the products or services. The Client agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Client. The Client will ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying products or services.

## 10. HEALTH & SAFETY

The Company reserves the right not to film in dangerous or unsafe situations. The Company and Client will observe current Health & Safety regulations and have due consideration for the safety and welfare of staff and the general public.

## 11. COPYRIGHT

All video footage shot by the Company remains property and copyright of Inshot Media.

The Client can request a copy of the raw footage. There is a pre-agreed rate of £50 payable by the Client to the Company for the transfer of each hour of raw footage. The pre-agreed fee entitles the Client to receive the material via WeTransfer or equivalent online file sharing.

The Company reserves the right to display parts of the Clients' video in promotional material on the Company's website and social media platforms unless otherwise agreed during the booking process.

## 12. CONFIDENTIALITY

Unless otherwise agreed the Company will treat any information gained during the supply of the products or services as being private and confidential. Likewise, the Client shall keep confidential any methods or technology used by the Company to supply the products or services.

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