



Soho Broadcast Limited Terms and Conditions

1: Rental Agreement

- Rental agreements are entered into in consideration of the mutual promises that the hire contract exists between Soho Broadcast and the individual (individuals) companies and company representatives that agree to the hire contract. Additionally, it also includes covenants set out herein, including but not limited to the evidence of the existence of the Insurance Policies (as defined in insurance section below) please note that the terms RENTAL agreement and HIRE agreement are used interchangeably and refer to the same contract outlined below.

2: Equipment Hire

- Soho Broadcast Ltd shall hire to the client the equipment stated in the rental agreement to which these terms are attached in accordance with the dates set out in the Rental agreement (**Hire Period**) or on such other dates as may be agreed in writing (via email) or verbal between Soho Broadcast and the client (clients) listed on the rental agreement.
- Soho Broadcast agrees that the Equipment shall be in well maintained, working order and is of first-class technical quality.
- All costs of the collection and/or delivery of the Equipment shall be met by the client. Furthermore, all the necessary delivery details including addresses, contact details, and any other additional delivery information shall be made clear to Soho Broadcast prior to the hire contract being agreed. Failure to do so may result in extra costs passed on to the client.
- Soho Broadcast also reserves the right to charge extra waiting time on jobs where deliveries and collections are made. This is in addition to the cost of the delivery and collection and will be added to the invoice once the collection of the equipment has been made.
- Soho Broadcast can provide technical advice on the equipment listed in the agreement where needed. This advice however, will be given in good faith and Soho Broadcast cannot be held responsible
- The client shall, in no circumstances, install any third-party software onto any equipment listed in the rental agreement
- The Client shall, in no circumstances, attempt to update any software on any of the equipment.

3: Delivery & Collection

- Upon Soho Broadcast' approval of the client's identification and verification, Soho Broadcast shall make available the equipment listed in the rental agreement for collection or delivery. All information provided to Soho Broadcast for the delivery and collection of the kit is to be checked by the client prior to the equipment being delivered and advise of any changes or corrections required.
- Soho Broadcast reserves the right to pass on all costs incurred from deliveries to the client in circumstances by which delivery cannot be made and as a result require re-

delivery of the kit, either through the re-booking of a courier or a booking for a separate delivery.

- Soho Broadcast shall make the Equipment available for collection by the client from 23-24 Greek street in Soho from 4.00pm the business day that is immediately prior to the Hire Period agreed. Please note that the equipment will need to be collected prior to the close of Soho Broadcast at 5pm every business day Monday to Friday.
- Soho Broadcast reserves the right to charge the client the full amount as stated on the rental agreement in the event of the client rejecting the kit. The client must provide the reasons why the Equipment does not conform to the requirements of this agreement. It will then be upon to the sole discretion of Soho Broadcast to charge the full rental agreement amount.
- Soho Broadcast also reserves the right to fully dispute the rejection of the equipment and offer repair or replacements free of charge (at the discretion of Soho Broadcast) where necessary to ensure that the Equipment conforms to that listed in the rental agreement. Soho Broadcast will also require evidence that the Equipment does not conform to the requirements of the hire agreement.
- Soho Broadcast reserves the right to challenge any dispute about the condition of the equipment returned either through the incorrect use and operation of the equipment by the client that leads to the damage, or breakdown of the kit. Soho Broadcast reserves the right to pass on any costs incurred for the repair or the replacement of the kit to the client with any equipment listed on the hire agreement that is deemed to have been caused by the client or any other party either during or after the hire period. This includes, but is not limited to, the repair or replacement costs of any of the items, as well as any delivery, transportation, storage, and admin costs, be that UK or international.

4: Payment & Billing

- The cost of hiring all items listed in the rental agreement, including all of the equipment and services set out under this, shall hereafter be referred to as the invoice. This is sent across to confirm an order and is accepted by Soho Broadcast that the opportunity is active and the hire shall proceed.
- Anything listed as a 'quote' is not considered to be an active upcoming opportunity and Soho Broadcast will await to receive final confirmation from the client before proceeding to the rental agreement.
- It is agreed and acknowledged by Soho Broadcast that the quote has been calculated based upon the information provided by the client to Soho Broadcast in the quotation stage prior to the date of the Rental Agreement and upon the equipment and the hire period described in this agreement.
- The Client shall pay Soho Broadcast the full amount stated on the rental agreement (invoice) by either credit, debit card or bank transfer (American Express is not accepted for deposits) either in store or over the phone prior to the dispatch of the goods listed in the agreement. Payment can also be made in store by cash.
- Soho Broadcast will submit VAT invoices to the client for payment of any sums due. It is Soho Broadcast's sole discretion that reserves the right to accept payment on account.
- All account only invoices must be paid within 30 days of the invoice being issued. In the event of failure to pay by the due date then this will be referred to a credit collection agency and the client will be fully liable for all costs incurred as a result of this process. This can include but is not limited to a single invoice or multiple outstanding invoices for the individual(s) or organisations involved.

- The Client being deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becoming unable to pay its debts as they fall due or suspending or threatening to suspend making payments with respect to all or any class of its debts.
- Payments to Soho Broadcast under this Agreement shall be made in full without any deduction or discount unless stated specifically by Soho Broadcast in writing via email.

5: Health & Safety

- The client agrees to do all that is necessary to protect the health and safety of all of the client's employees whilst using Soho Broadcast's Equipment, and also that of members of the public or any contractors who may be affected by the client's use of the equipment and to adopt and implement a health and safety policy as necessary to cover any loss or damage as may occur from the use of the equipment during the hire period.
- It shall be the client's responsibility to request, obtain (whether from Soho Broadcast or a third party) and correctly install any additional materials. The purpose of which is to assist with the use of the equipment in a safe manner as may be necessary.
- Soho Broadcast operates a strict policy regarding the treatment of employees and as such any rude, threatening or violent behaviour towards any member of staff will not be tolerated, and as such Soho Broadcast reserves the right to terminate the hire contract at any time. Furthermore, the client will be fully liable for any costs incurred as a result of the termination either before, during or after the agreed date. The company also has the right to get the relevant authorities involved accordingly where needed.

6: Changes & Cancellations

- In the event that the client requires any changes to be made to the hired Equipment and/or the hire period or services including delivery services, the client shall confirm this clearly in writing (via email) to Soho Broadcast as soon as possible.
- If such change(s) to the hire results in an increase to the initial quote and/or an amendment to the hire period, then this will be updated and added to the rental agreement and invoice accordingly. For the avoidance of doubt, Soho Broadcast shall not be liable for any further costs that are incurred as a result of the changes by the client either prior to the hire period, during the hire period or after in the event that the equipment was returned late or extended.
- In the event that this agreement is cancelled or otherwise terminated by the client within 24 hours prior to commencement of the hire period, Soho Broadcast shall be entitled to require that the client pay the quote in full. Soho Broadcast reserves the full right to charge the client the full rental amount.
- If the client terminates this hire agreement after the commencement of the hire period or the dispatch of goods, any sums already paid to Soho Broadcast prior to the date of the cancellation shall be non-refundable to the client.

7: Client's Warranties & Indemnity

- The client fully warrants to Soho Broadcast that: the equipment shall be kept and operated in a suitable and safe environment, and that the client will obtain Soho Broadcast's prior written consent (via email) if the equipment or any part of the listed items on the hire agreement will be removed from the UK or used in a hazardous environments.

- All of the equipment shall be used ONLY for the purposes for which the equipment is designed for and shall only be operated in a correct and proper manner by trained competent staff, in accordance with any operating and safety instructions provided by Soho Broadcast; (this also includes UK based operation and use of the kit internationally).
- The client will ensure that the equipment is kept in a well-maintained manner and that all items are looked after (fair wear and tear only excepted) and shall reimburse Soho Broadcast for the replacement of any equipment that is worn, damaged or lost parts.
- The client will ensure that they inform Soho Broadcast as soon as they become aware of any damage to the equipment or the incorrect functioning of any of the items. For the avoidance of doubt, the clients shall not replace or repair the equipment themselves and Soho Broadcast fully reserves the right to charge a penalty fee in the event that any such attempt by the client to repair or replace the Equipment.

8: UK & Overseas Travel Liability

- The client shall in NO circumstances take any of the equipment into a country that at the time of the hire period advised by the Foreign Office, as being not suitable for any travel or any non-essential travel, for the time stated in the hire agreement.
- The client shall ensure that at all times the equipment is kept the client's possession or control and shall keep Soho Broadcast informed of its location
- The client shall not at any time leave the equipment unattended in vehicles, including taxis (unless such vehicle is licensed and insured courier provided either by the client or Soho Broadcast), the client will also ensure that the kit is never left in public place or unsecured building
- The client shall return the equipment to Soho Broadcast at the end of the hire period before 10:00am on the first business day following the hire period unless otherwise prior agreed to by Soho Broadcast in writing (via email). Soho Broadcast reserves the right to charge the client for every additional day beyond the hire period that the equipment is late in being returned.

9: Title, Risk, Liability & Insurance

- The equipment shall at all times remain the property of Soho Broadcast, and the client shall have no right, to the title of any of the equipment. Furthermore, upon the client taking possession, of the equipment it shall remain the client's sole risk during the hire period and any further term during which the equipment is in the client's possession. Assigning Soho Broadcast equipment to another company or individual is strictly prohibited without written permission from Soho Broadcast.
- It is at the sole discretion of Soho Broadcast as to whether insurance cover is added onto the hire agreement, if Soho Broadcast grants the client insurance cover this will be added to the hire agreement at 15% of the hires total value.
- In the event of loss, theft or damage to the equipment it will be down to the client to pay the £250 excess fee for Soho Broadcast insurance policy to either obtain replacement equipment, or repairs. In the event that loss or damage/repair costs are below £250 then a claim cannot be made on the insurance and the client will be charged the related cost accordingly.
- Soho Broadcast will not be liable for any loss or damage to any of the client's property. Or for any loss, personal injury or death suffered by the client or its employees or agents other than that caused by the wilful negligence of Soho Broadcast.

- Any loss or damage incurred by the client with respect to lost, corrupted or wiped data shall be the sole responsibility of the client. The client shall be solely responsible for carrying out their own data backups in connection with any of the equipment used. For the avoidance of doubt, the client acknowledges that Soho Broadcast wipe all data cards returned to us included in all of the equipment on or prior to return of the Equipment to Soho Broadcast. Furthermore Soho Broadcast does not handle any personal backups of data, and if the client decides to use Soho Broadcast computer systems to carry out their own back-up then it is entirely at their own risk and Soho Broadcast will not be responsible for any data loss, nor security of the data when on their computers.
- Soho Broadcast shall not be held in any way responsible for any failure to fulfil its obligations under this Agreement if it is determined that such failure has been caused either (directly or indirectly) by circumstances beyond its control. This shall include (but is not limited to) accident or equipment failure, war, riot, industrial action or act of terrorism.
- Soho Broadcast reserves the right to withhold any deposit taken by card or cash from the client(s) to repair any lost, stolen, broken or damaged items. Furthermore, Soho Broadcast can also use the full deposit amount to pay for any late returns where kit has not come back to us by the agreed time on the rental agreement. Or extended bookings where days have been added to the initial agreement. Soho Broadcast does not have to give notice prior to these actions being taken.
- In the event where damaged kit needs to be repaired or replaced Soho Broadcast will use the deposit to see repairs or replacements where necessary. If the event where the deposit does not cover the costs, then the client will be fully liable for any further costs incurred to repair or replace these items.
- It is Soho Broadcast's sole discretion for freelance bookings to take full holding deposits or refer to third party insurance cover for each hire. In the event that a full holding deposit is required Soho Broadcast will require the client to make the deposit either in card or in cash. In the event where insurance cover is required the client must provide proof of address (this includes but is not limited to utility bills and bank statements) This needs to be provided prior to the dates and times agreed on the hire contract. This needs to be sent via email to Soho Broadcast. Additionally, identification will also be required upon collection and the client must use either a valid UK drivers' licence or Passport.
- The client agrees to work with, fully co-operate and offer every assistance to Soho Broadcast' when a claim is being investigated under the Soho Broadcast's insurance policy if required. The client will also maintain, at all times, a duty of care when responsible for the equipment and be mindful of the client's need to comply with the terms and conditions of the agreement and the terms of Soho Broadcast
- The client agrees that they have fully read and understand the insurance policies contract be that either third party or Soho Broadcast insurance policy. In the event that the client purchases insurance cover for the equipment from a third-party provider: The client (so far as necessary) shall authorise its insurers to pay to Soho Broadcast all monies payable under such insurance with respect of any loss or damage suffered by Soho Broadcast; and
- The client further irrevocably authorises Soho Broadcast, in the name and on behalf of the client, to make any claim or claims against insurers in respect of any loss of or damage to the equipment or any part of it and to settle or compromise any such claim.

10: Duplications & Transfers

- Any digital file processing, file coping, transfer file video-recording, file video-playing, editing, titling, transferring, copying, grading, audio mixing, compositing, animation, authoring or other services.
- The service is completely at the customer's risk and the company shall have no liability to the customer or any other person for any economic loss (including loss of profit or goodwill), or any direct, indirect or consequential loss or damage arising from any defect in the services or any equipment or tapes used in relation thereto.
- Soho Broadcast will not be liable for any loss of customer materials while in Soho Broadcast possession. The customer supplies any master footage and all original materials to the company at its own risk. As such the customer is advised to ensure all customer materials fully against all risks, including loss or damage or any possible consequential loss of data. The customer is advised to take all necessary steps to duplicate copies of any original or supplied material including, without limitation, all rushes and/or master footage before supplying the same to Soho Broadcast.
- Soho Broadcast shall not incur any liability to the customer in the event of any loss, damage, delay, or expense resulting from error, neglect or omission on the part of Soho Broadcast. On completion of the services the customer shall, if required, remove the customer materials from the company's premises within a period of seven (7) days. If a customer fails to do so, the company shall be entitled to return them to the customer at the customer's expense. After the said period of seven (7) days, they are completely at the customer's risk and the company shall have no liability for them.
- The company shall have a general lien on the customer materials in its possession for the full balance of monies due from time to time by the customer to the company and may retain such materials until any outstanding balance of moneys due has been paid off in full.
- The customer shall indemnify the company, its directors, and employees, servants, sub-contractors and agents, fully against all liabilities, losses, claims, proceedings, judgements, damages, costs and expenses of any nature whatsoever (including, without limitation, reasonable legal fees, costs and expenses) arising directly or indirectly out of the company's provision of the services hereunder or in connection with the customer materials or the acts or omissions of the customer, its servants, agents or representatives, or any breach by the customer of any of its representations, warranties other obligations in these terms and conditions (including, but not limited to, claims by any third party for breach of copyright or defamation relating to any materials or customer materials or any failure by the Customer to observe the provisions and requirements of any applicable agreements).
- Orders are accepted on the express condition that copyright in the customer materials is held by the customer and/or that the customer has obtained all necessary copyright and other clearances from the copyright and other rights owners and that the customer materials are not defamatory or in breach of any other third party's rights.
- The customer shall fully indemnify the company against any loss, damage, costs and/or expenses suffered or incurred by the company as a result of any breach of this condition, whether a claim for infringement of copyright, defamation or otherwise in respect of any of the customer materials. The company expressly reserves all of its rights in such material, save to the extent of such licence and is hereby given first option on terms to be negotiated in good faith over any [alteration to such customer material after delivery back to the customer, including without

limitation any re-versioning, subtitling, re-purposing, re-editing or other changes to the customer material which the company usually provides.

11: Termination

- Soho Broadcast shall be entitled to terminate this hire agreement by written notice (via email) to the client on the occurrence of any of the following events:
- Upon termination of this agreement by Soho Broadcast may, without notice and at the client's expense, retake possession of the equipment and for this purpose may enter the client's premises or the location at which the equipment is being held; and, the client shall pay to Soho Broadcast on demand all outstanding sums then accrued and owing within 14 days of the date of the termination of the contract.

12: Force Majeure

- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such instance, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, if possible.

13: Miscellaneous Provisions

- This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- Any notice given under this agreement shall be in writing and in English and shall be served by delivering it by hand or via email (including prepaid recorded or special delivery post) or by email to the address, or email address set out below for the attention of the other party. Any such notice shall be deemed to have been received:
- If hand delivered or sent by prepaid recorded or special delivery post at the time of delivery;
- If sent by post (other than by prepaid recorded or special delivery post) 2 business days (being any day other than a Saturday or Sunday on which banks in England are open for business) from the date of posting;
- If sent by email, on transmission of such email, provided that no error or non-delivery message is subsequently received by the sender and subject to the original notice being sent by post, personal delivery or courier in accordance with this clause, not later than the next business day after such transmission.
- The names and addresses set out in the rental agreement concerning notices to all parties hereto shall be deemed to be the place where accounting statements and payments as may be required under this agreement may be sent.
- A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this shall not affect any right or remedy which exists or is available otherwise than pursuant to that Act.
- This agreement does not constitute and shall not be construed as constituting an agency, partnership or joint venture relationship between Soho Broadcast and client. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, the courts of which will be the courts of competent jurisdiction.