

Soho Broadcast Terms and Conditions

1. Rental Agreement

This Rental Agreement ("Agreement") is established between Soho Broadcast Ltd. ("Soho Broadcast") and the individual(s), companies, or company representatives (collectively, "Client") who agree to the terms herein. The terms "Rental Agreement" and "Hire Agreement" are used interchangeably and refer to the same contractual obligations. This Agreement includes all terms, conditions, and covenants outlined below, including but not limited to, the existence of valid Insurance Policies (as defined in Section 9).

2. Equipment Hire

- Soho Broadcast agrees to hire the equipment specified in the Rental Agreement to the Client for the agreed Hire Period. The Hire Period shall be as stated in the Rental Agreement or as otherwise agreed in writing (including email) between Soho Broadcast and the Client.
- Soho Broadcast warrants that the Equipment provided will be in good working order and of high technical quality.
- The Client is responsible for all costs associated with the collection and/or delivery of the Equipment. All delivery details, including addresses and contact information, must be provided to Soho Broadcast before the Agreement is finalized. Failure to provide accurate details may result in additional charges.
- Soho Broadcast reserves the right to charge for additional waiting time on deliveries and collections, which will be added to the invoice.
- Technical advice on the Equipment may be provided by Soho Broadcast upon request, but it is given in good faith, and Soho Broadcast is not liable for any advice given.
- The Client must not install any third-party software on the Equipment or attempt to update any software.
- Soho Broadcast is not liable for losses due to Client negligence, improper use, or failure to operate the Equipment correctly. This includes losses related to original or subsequent events, shoots, or any related costs.
- Soho Broadcast is not liable for any losses or damages related to confidential, personal, or work-related data left on returned Equipment.
- Soho Broadcast is not responsible for handling, sorting, or securing any client data, media, or files returned with the Equipment.

3. Delivery & Collection

- Upon approval of the Client's identification and verification, Soho Broadcast will make the Equipment available for collection or delivery as per the Rental Agreement. The Client is responsible for ensuring all

delivery information is accurate and must notify Soho Broadcast of any changes prior to dispatch.

- Soho Broadcast reserves the right to pass on any costs incurred due to failed deliveries that necessitate re-delivery.
- Equipment must be collected from 23-24 Greek Street, Soho, London W1D 4DZ before 3:00 pm during store hours (Monday-Friday, 9 am-6 pm).
- The Client may be charged the full rental amount if they reject the Equipment without valid reasons, which must be communicated to Soho Broadcast.
- Soho Broadcast reserves the right to dispute any rejection of the Equipment and may offer repairs or replacements at its discretion. Evidence must be provided by the Client if the Equipment is claimed not to conform to the Rental Agreement.
- The Client will be held responsible for any damages to the Equipment caused by improper use, and Soho Broadcast reserves the right to charge for repair or replacement costs, including associated delivery and storage fees.

4. Payment & Billing

- The Client shall pay the full amount stated on the Rental Agreement ("Invoice") by credit, debit card, bank transfer, or cash, prior to the dispatch of the Equipment. American Express is not accepted for deposits.
- Quotes provided by Soho Broadcast are not binding until confirmed by the Client, at which point the Rental Agreement becomes active.
- VAT invoices will be issued by Soho Broadcast, and all payments must be made in full without deduction unless specifically agreed by Soho Broadcast in writing.
- Account invoices must be paid within 30 days of issuance. Failure to pay on time may result in the involvement of a credit collection agency, with all associated costs borne by the Client.
- Soho Broadcast reserves the right to terminate the Agreement if the Client is unable to pay its debts, as defined by Section 123 of the Insolvency Act 1986.

5. Health & Safety

- The Client is responsible for ensuring the health and safety of its employees, contractors, and the public while using Soho Broadcast's Equipment. This includes implementing appropriate health and safety policies.
- The Client is responsible for obtaining and correctly installing any additional materials required to use the Equipment safely.
- Any rude, threatening, or violent behaviour towards Soho Broadcast staff will not be tolerated, and Soho Broadcast reserves the right to terminate

the Agreement and charge for any associated costs. Legal authorities may be involved if necessary.

6. Changes & Cancellations

- Any changes to the hired Equipment, Hire Period, or services must be communicated to Soho Broadcast in writing (via email) as soon as possible.
- If changes result in additional costs or an amendment to the Hire Period, these will be reflected in the updated Rental Agreement and Invoice.
- If the Agreement is cancelled by the Client within 24 hours prior to the start of the Hire Period, Soho Broadcast is entitled to charge the full rental amount.
- Any payments made before the cancellation will not be refunded if the Agreement is terminated after the Hire Period has commenced or after the dispatch of goods.

7. Client's Warranties & Indemnity

- The Client warrants that the Equipment will be kept in a safe environment, used only for its intended purpose, and operated by trained personnel. Any use of the Equipment outside the UK or in hazardous environments requires Soho Broadcast's prior written consent.
- The Client agrees to inform Soho Broadcast immediately of any damage or malfunction of the Equipment and will not attempt to repair or replace the Equipment themselves.

8. UK & Overseas Travel Liability

- The Client must not take the Equipment to any country advised against by the Foreign Office at the time of hire.
- The Equipment must always remain in the Client's possession or control and must not be left unattended in vehicles or public places unless under specific conditions outlined in the Agreement.
- The Equipment must be returned to Soho Broadcast by 10:00 am on the first business day following the Hire Period, unless otherwise agreed. Late returns may incur additional charges.

9. Title, Risk, Liability & Insurance

- The Equipment always remains the property of Soho Broadcast, and the Client assumes all risk once possession is taken.
- Insurance coverage is at Soho Broadcast's discretion and may be added at 15% of the hire's total value before vat. The Client is responsible for paying a £500 excess fee in case of loss, theft, or damage.

- Soho Broadcast is not liable for any loss or damage to the Client's property, data, or for personal injury or death, except where caused by Soho Broadcast's wilful negligence.
- The Client must cooperate fully with Soho Broadcast in the event of an insurance claim and comply with all insurance policy terms.

10. Duplication & Transfers

- Services such as digital file processing or copying are undertaken at the Client's risk, and Soho Broadcast accepts no liability for any economic, direct, indirect, or consequential loss arising from these services.
- The Client must ensure that all materials provided to Soho Broadcast are fully insured and duplicated beforehand.
- Soho Broadcast retains a lien over all materials in its possession until full payment is made.
- The Client indemnifies Soho Broadcast against all liabilities arising from the provision of services, including any breach of copyright or defamation.

11. Termination

- Soho Broadcast may terminate the Agreement with written notice (via email) if the Client breaches any terms or is unable to meet its financial obligations.
- Upon termination, Soho Broadcast may repossess the equipment, and the Client must pay all outstanding amounts within 14 days.

12. Force Majeure

- Neither party shall be liable for delays or failure to perform obligations due to circumstances beyond their reasonable control. Affected parties are entitled to a reasonable extension of time for performance.

13. Miscellaneous Provisions

- This Agreement is personal to the parties and cannot be assigned or transferred without the other party's written consent.
- All notices under this Agreement must be in writing and delivered by hand or via email to the addresses specified in the Agreement.

Soho Broadcast
23-24 Greek Street
Soho, London
W1D 4DZ