# **SOHSH Freelancer Terms & Conditions**

Last updated: 5th November 2025

These Terms & Conditions ("Terms") apply to all freelance creators ("Freelancer") engaged by SOHSH ("the Company") to provide content creation, filming, and editing services. By accepting a booking or assignment from SOHSH, the Freelancer agrees to the following:

### 1. Independent Contractor Status

The Freelancer is self-employed and responsible for taxes, national insurance, and business expenses. Freelancers are not entitled to any employee benefits, including holiday pay, sick pay, or pensions. Nothing in these Terms creates an employment or agency relationship. Freelancers have no authority to bind SOHSH.

# 2. Agency Disclaimer / Limitation of Liability

SOHSH acts solely as a facilitator between Clients and Freelancers. While SOHSH provides coordination, guidance, and quality control, it cannot be held responsible for the acts, omissions, or performance of Freelancers, including but not limited to content quality, deadlines, or professional conduct.

Freelancers acknowledge that any liability arising from their work or interactions with Clients is their own responsibility, and SOHSH is not liable for any indirect, incidental, or consequential loss resulting from the assignment, except where caused by SOHSH's own negligence or breach of these Terms.

#### 3. Scope of Work

Freelancers carry out assignments as briefed by SOHSH, including filming, photography, and editing for businesses, events, or weddings. Project details, deliverables, and creative direction will be confirmed in advance. SOHSH may amend or clarify the brief prior to the assignment.

#### 4. Fees & Payment

Project fees are agreed prior to each shoot. Invoices must be submitted after project completion and include name, contact, date/project reference, fee, and pre-approved travel expenses. Payment is due within 14 days. Late or incomplete invoices may delay payment. Invoices submitted beyond 30 days may not be accepted unless previously agreed in writing.

Freelancers must arrive on time and prepared for scheduled shoots. Repeated lateness, failure to attend, or leaving a shoot early without prior approval may affect future engagements with SOHSH. SOHSH reserves the right to adjust fees or reassign work if a freelancer's punctuality negatively impacts the shoot.

### 5. Ownership & Usage Rights

All content created is SOHSH property. Freelancers retain moral rights and may include work in personal portfolios or social media with visible credit or tag (e.g., "Created for SOHSH"), after client approval if applicable. Content may not be sold or repurposed without consent.

### 6. Brand Representation

Freelancers represent SOHSH only and must not display personal branding. Professional conduct is required. When requested, SOHSH-branded clothing, lanyards, or credentials must be worn. Solicitation of personal services during or after assignments is prohibited.

### 7. Confidentiality

Freelancers must not share confidential information or unreleased client content. This obligation continues indefinitely.

### 8. Exclusivity Clause & Non-Circumvention

If a client, brand, venue, or individual has been introduced, referred, or booked through SOHSH, the Freelancer must not:

- Accept, pursue, or carry out any direct or indirect work for that client outside of SOHSH;
   or
- Provide services to that client via another agency, company, or entity (including the Freelancer's own business or employer); or
- Introduce or refer that client to any other freelancer, agency, or business for related services.

This restriction applies during the Freelancer's engagement with SOHSH and for 24 months following the Freelancer's last assignment involving that client.

For the purposes of this clause:

- Client includes any business, brand, venue, or individual introduced, referred, or booked through SOHSH, whether the Freelancer interacted directly with them or was part of a wider project.
- This clause does not restrict the Freelancer from working with clients if they have obtain
  prior written consent from SOHSH, or with clients with whom they have an existing or
  entirely unrelated relationship that was fully established prior to any introduction, referral,
  or booking facilitated by SOHSH, with documented evidence if required.

All work with SOHSH clients must be booked and managed exclusively through SOHSH, unless written consent is provided.

A breach of this clause constitutes a serious violation of these Terms and may result in:

- Immediate removal from the SOHSH network;
- Cancellation of all pending work; and
- Legal action to recover any losses or damages arising from the breach.

#### 9. Cancellations

Cancellation by client or SOHSH less than 24 hours before the shoot:

1. Freelancer receives 50% of the agreed fee.

2. Pre-booked travel expenses will be reimbursed at SOHSH's discretion.

Cancellation by client or SOHSH more than 24 hours before the shoot:

- 3. No project fee is payable.
- 4. Pre-booked travel expenses will be reimbursed at SOHSH's discretion.

#### Freelancer cancellations:

- 5. If a Freelancer cancels, no fee is payable.
- 6. Travel expenses will not be reimbursed.
- Freelancers must provide at least 48 hours' notice for cancellations. Failure to do so may result in removal from the SOHSH Creator network and loss of future booking opportunities.

#### 10. Deliverables & Deadlines

Deliverables must meet the brief, format, and deadlines. Deliverables submitted more than 24 hours past the agreed deadline without prior notice may result in up to 25% deduction of the project fee. Repeated delays may impact future opportunities.

### 11. Equipment, Insurance & Liability

Freelancers are responsible for their own equipment. Freelancers must hold liability/professional insurance and provide proof of coverage. SOHSH is not liable for loss, damage, injury, or claims, including reputational or PR issues arising from client use. Freelancers are responsible for maintaining valid insurance throughout their engagement.

### 12. Conduct & Compliance

Professional conduct is required. Freelancers must comply with client property, health, safety, and privacy rules. SOHSH may terminate assignments for harmful behavior.

### 13. Data Protection & GDPR Compliance

The Freelancer shall comply with all applicable data protection laws, including UK GDPR, in relation to any personal data collected or processed during assignments for SOHSH. This includes:

- Collecting only the personal data necessary for the project.
- Storing personal data securely on approved platforms (Google Drive, Dropbox, WeTransfer).
- Not sharing personal data with third parties unless explicitly authorised by SOHSH.
- Deleting personal data promptly after it is no longer required for the project, unless otherwise instructed.

#### 14. Model & Property Consent Verification

The Client is responsible for obtaining consent from all individuals or property owners featured in the content. The Freelancer must verify on site that consent has been obtained and respect any individual's wish not to be filmed or photographed. If consent has not been provided or someone objects, the Freelancer must notify SOHSH immediately and refrain from filming or including them in the content.

### 15. Use of AI / Editing Tools

All or third-party editing tools must comply with copyright and data protection laws. Alterations to client likeness, logos, or property require approval. All use must be disclosed. Use of All must not infringe copyright, misrepresent individuals or brands, or breach data protection laws.

### 16. Conflicts of Interest

Freelancers must disclose relationships with clients, brands, or venues before accepting assignments.

#### 17. Client Interaction & Communications

All communication must go through SOHSH unless expressly authorised. Direct communication with clients is limited to logistical coordination during the project. Freelancers must not exchange personal contact details for future bookings.

Freelancers consent to SOHSH sharing their contact information with clients and relevant parties solely for coordinating shoot logistics. This information will not be used for marketing or unrelated communications without further consent.

Freelancers agree to receive emails, messages, or other communications from SOHSH regarding shoot availability, updates, and relevant information about assignments. Freelancers may unsubscribe from general communications at any time. To be removed from the SOHSH Creator list and stop receiving shoot-related notifications, freelancers must contact SOHSH directly via email (info@sohsh.co.uk). Agreement to receive shoot-related notifications is a condition of engagement while on the Creator list.

#### 18. Content Standards & Retention

Work must meet agreed creative and technical standards. Revisions may be requested. Freelancers may retain copies for portfolios (with credit) but cannot resell or repurpose without consent.

## 19. Amendments / Updates

SOHSH may update these Terms with written notice. Continued work constitutes acceptance of any updates.

#### 20. Termination

SOHSH may terminate engagement for breaches or unprofessional conduct. Completed work will still be paid. Termination does not affect accrued rights.

# 21. Governing Law

These Terms are governed by the laws of England & Wales. Any disputes will be resolved in English courts.

# 22. Acceptance

Engagement with SOHSH, including booking, payment, or participation in any project, constitutes acceptance of these Terms & Conditions.