

SOHSH Client Terms & Conditions

Last updated: 5th November 2025

These Terms & Conditions ("Terms") apply to all clients ("Client") engaging SOHSH ("the Company") for content creation, filming, photography, or editing services. By confirming a booking with SOHSH, the Client agrees to the following:

1. Scope of Services

SOHSH provides content creation services, including but not limited to filming, photography, and editing, as outlined in the project brief or quotation. Any additional services requested by the Client may incur additional fees.

2. Booking & Confirmation

A booking is confirmed only when:

1. The Client has accepted the project proposal or quotation;
 2. A 50% deposit has been paid to secure the booking;
 3. Both parties have agreed on dates, deliverables, and timelines.
-

3. Fees & Payment

- **Project fees** are agreed in advance and outlined in the quotation or invoice.
- **Deposit:** 50% of the total project fee is non-refundable and secures the booking.
- **Final Payment:** The remaining 50% is due upon delivery of the completed content.

- Payment must be received by the due date on the invoice. Late payments may incur interest or delay delivery of content.
 - Additional time on site or extra work outside the agreed package will be charged at **£50 per hour**.
-

4. Cancellations & Rescheduling

1. **Client cancellations or reschedules more than 24 hours before the shoot:**
 - The 50% deposit is non-refundable but can be applied to a rescheduled date.
 2. **Client cancellations or reschedules less than 24 hours before the shoot:**
 - The 50% deposit is non-refundable.
 - Any rescheduled shoot must be booked as a **new project with a new deposit**.
 3. **Notice & Travel Costs:**
 - Clients must provide at least **48 hours' notice** for cancellations or reschedules.
 - Clients are responsible for any **pre-booked or organised travel expenses** incurred by the Freelancer if notice is not given within 48 hours.
 4. **SOHSH cancellations:**
 - If SOHSH cancels the shoot, the Client will receive a **full refund of all payments made**.
 5. **Mutual Agreement:**
 - Rescheduling must be **mutually agreed** and confirmed in writing.
 - If no new date can be agreed, the booking is treated as cancelled, and the above rules apply.
 - If a shoot is rescheduled, SOHSH reserves the right to assign a different Freelancer to the project.
-

5. Deliverables & Ownership

- Upon full payment, the Client receives a **license to use the delivered content** for the agreed purposes.
 - All footage, photographs, and edits remain the **intellectual property of SOHSH**, unless otherwise agreed in writing.
 - The Client may not:
 - Resell or redistribute content without permission;
 - Claim ownership of content;
 - Engage the Freelancers directly for content created through SOHSH.
 - SOHSH may use any content produced for the Client for **marketing, social media, or portfolio purposes** unless the Client requests otherwise in writing.
-

6. Revisions & Edits

- Each project includes **one round of edits**.
 - Additional revisions may incur extra charges, which will be agreed in writing prior to editing.
-

7. Client Responsibilities & Shoot Timings

- The Client must ensure all individuals, setups, and locations are ready at the scheduled shoot time.
 - The Client is responsible for obtaining consent or permissions from all participants, visitors, or other individuals present at the shoot location. SOHSH is not liable for any claims, disputes, or issues arising from failure to obtain such permissions.
 - If the Client causes delays, additional time on site will be charged at **£50 per hour**.
 - SOHSH is not liable for missed content due to Client delays.
-

8. Music, Copyright & Usage Restrictions

- The Client is responsible for clearing all music, third-party assets, or materials used in the content prior to posting.
 - The Client may only use content for the **agreed purpose, platforms, and licensing**.
-

9. Archiving & Backup

- SOHSH will retain original footage and project files for **3 months following delivery**.
 - After this period, files may be deleted, and SOHSH is not responsible for any loss of content.
-

10. Liability & Insurance

- SOHSH and its Freelancers carry appropriate insurance, but the Client is responsible for ensuring their own property, participants, and locations are appropriately insured.
 - SOHSH is not liable for:
 - Any indirect, incidental, or consequential loss;
 - Claims arising from use of content beyond the agreed scope;
 - Delays or issues outside of SOHSH's control (e.g., weather, technical failures, or third-party actions);
 - Any outcomes, including reputational damage, legal claims, or negative publicity, resulting from the Client's use, sharing, or publication of the delivered content.
 -
-

11. Indemnity

The Client agrees to **indemnify and hold harmless SOHSH, its officers, employees, and Freelancers** from any and all claims, liabilities, damages, losses, or expenses (including legal fees) arising from:

- The Client's use, publication, or distribution of content delivered by SOHSH;
- Any breach of applicable laws or regulations by the Client, including copyright, data protection, or privacy obligations;
- Any third-party claims arising from the Client's instructions, materials, or actions in relation to the project;
- Any failure to obtain required permissions, consents, or releases for individuals, locations, or materials appearing in the content.

This indemnity applies whether the claim arises in contract, tort (including negligence), or otherwise, and survives the termination or completion of the project.

12. Confidentiality

Both parties agree to maintain confidentiality regarding any sensitive information shared during the project.

13. Health & Safety

- The Client is responsible for ensuring a safe environment for SOHSH personnel during the shoot. SOHSH reserves the right to pause or cancel the shoot if health and safety risks are identified.
 - Freelancers must take reasonable care for their own safety and follow any client site rules.
 - SOHSH is not liable for any accidents or injuries occurring during the shoot
-

14. Freelancers & Subcontractors

- SOHSH may engage trusted Freelancers or subcontractors to assist with content creation, editing, or delivery.
- These individuals work under SOHSH direction but operate independently.

- By booking with SOHSH, the Client acknowledges and accepts the potential involvement of freelance personnel.
-

15. Exclusivity & Future Bookings

- If a Freelancer completes a shoot for the Client through SOHSH, the Client must not engage or book that Freelancer directly for **24 months following the last assignment**.
 - Any subsequent content creation work must be booked exclusively through SOHSH.
 - Breaching this clause may result in legal action to recover losses or damages arising from direct booking of the Freelancer.
-

16. Equipment & Filming Method

The Client acknowledges and accepts that all filming and photography are captured using professional-grade iPhone equipment operated by experienced creators. SOHSH specialises in mobile content creation designed for social media use, and the Client agrees that this filming method is appropriate for the agreed deliverables.

17. Data Protection & Privacy

SOHSH collects and processes Client data in accordance with applicable data protection laws. Client information will only be used for service delivery.

18. Agency Disclaimer / Limitation of Liability

SOHSH acts solely as a facilitator between Clients and Freelancers. While SOHSH provides coordination, guidance, and quality oversight, it cannot be held responsible for:

- The acts, omissions, or performance of Freelancers, including content quality, technical standards, or deadlines;
- Any outcomes, disputes, or claims arising from the Client's use of content, including but not limited to copyright, GDPR, or third-party rights;
- Any indirect, incidental, or consequential loss resulting from the assignment or the Client's use of delivered content;
- Any delays, errors, or omissions caused by the Client or Freelancers.

Clients acknowledge and agree that they are responsible for obtaining all necessary consents, permissions, and approvals for participants, locations, and materials used in the project, and for compliance with all applicable laws.

This clause does not limit SOHSH liability in the event of gross negligence, fraud, or breach of statutory obligations by SOHSH.

19. Governing Law

These Terms are governed by and interpreted in accordance with the laws of England and Wales. Any disputes shall be resolved exclusively in the courts of England and Wales.

20. Acceptance

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