

1 Cancellation or postponement of any shoot

If for any reason (including events beyond the production company's control, but excluding any default on the part of the property owner), the production company is unable to proceed with the Shoot on the Shoot dates:

1. the production company must immediately notify the property owner's agent in writing of that fact;
2. subject to clause 5(a)(v), the production company's liability to pay the hiring fee under clause 4 must be as follows:
 - a cancellation fee of €125.00 is payable; and
 - if the cancellation is notified more than 2 business days prior to the first Shoot Date, any fees paid will be refunded to the production company;
 - if the cancellation is notified less than 2 business days prior to the first shoot date, the production company must pay the balance of the hiring fee as if the shoot took place on the shoot dates;

The production company must pay to the property owner upon demand:

- all costs of any nature incurred by the property owner in providing and preparing for the use of the location for the cancelled or postponed shoot; and
- all costs of any nature incurred as a result of any change in the scheduled times;

The property owner may refuse to provide the production company with the Location on the relevant shoot dates or at the shoot times and is entitled to grant the licence and authority to use the Location on those dates and at those times to any other person; and where both parties agree to the shoot being moved to another date, the hiring fee will be retained by the property owner's agent and applied to the alternate booking.

Where the production company is unable to proceed with one or more shoot days (but not the entire Shoot) on the scheduled shoot dates, provided notice is given to the property owner's agent no later than 48 hours prior to the first scheduled entry onto the location, the property owner will adjust the cancellation fees payable under clause 5(a)(ii) on an equitable basis, having regard to the extent of shoot days cancelled, but applying the following formula:

- unused shoot days will be payable at a rate of 50% of the daily hire fee, and any balance will be paid to the production company.
- In the event of a change in weather condition on a scheduled shoot day which precludes production company's use of the Location, the production company and the property owner agree to reschedule the shoot day to the next mutually available date. The rescheduled shoot day must take place within 14 days following the originally scheduled shoot day.

In the event of the Property Owner and/or any occupant of the building testing positive for Covid on the day the property owner and the production company can agree:

- to proceed or
- the production company and property owner agree to reschedule the Shoot Day to the next mutually available date. The rescheduled shoot day must take place within 14 days following the originally scheduled shoot day.

While rare, we understand that when a location is a confirmed booking, the production plans can be severely impacted and may require intensive logistical support from SoScout. If a location cancels a confirmed booking, SoScout reserves the right to fully refund the producer/company and may apply penalties to the location's owner.

2 Location Owner Cancellation Policy

In the event that a Location Owner cancels a confirmed booking, the following terms and conditions shall apply:

1. Refunds and Financial Liability

- The Producer or Company listed on the invoice or contract shall receive a **full refund**, including any fees paid.
- The Location Owner shall be **fully responsible for any losses** incurred by SoScout and/or the Producer or Company as a result of the cancellation.
- All **scheduled payouts** to the Location Owner for the cancelled booking will be voided.
- SoScout reserves the right to impose **financial penalties (Fines)** for cancellations initiated by the Location Owner.

2. Fines and Payment Terms

- Fines may be **deducted from any amounts payable** to the Location Owner, or
- SoScout may issue an **invoice for the Fine**, which must be paid within **seven (7) days** of issuance.
- The Location Owner may be liable for **additional costs**, including:
 - Displacement costs incurred by the Producer or Company;
 - A Fine equal to the **greater of €125 or 30% of the total booking price**;

- **Delisting of the location** from the SoScout platform in the event of **multiple cancellations within a six-month period**.

3. Extenuating Circumstances

- Notwithstanding the above, SoScout may allow a Location Owner to cancel a confirmed booking without penalty in the case of **extenuating circumstances**.
- The Location Owner may be required to provide **documentary evidence** to support the cancellation request.
- Where such circumstances are verified and approved by SoScout:
 - All associated fees will be **refunded in full** to the Producer or Company;
 - No payouts, Fines, or penalties will be applied to the Location Owner.

4. Qualifying Extenuating Circumstances

Extenuating circumstances may include, but are not limited to, the following:

- The **unexpected death or serious illness** of the property owner, a key production team member, or an immediate family member of either party;
- **Severe injury** that materially restricts the production's ability to travel or the location's ability to provide the booked space;
- **Natural disasters or extreme weather** events resulting in a declared state of emergency that impacts the use of the space or travel to it;
- **Urgent travel restrictions, prohibitions, or security advisories** issued by relevant governmental authorities after the booking was confirmed;
- **Severe property damage or unforeseen maintenance** issues rendering the location unsafe or unusable;
- Cancellation of the production by the location itself;
- **Legal, municipal, or utility-related injunctions or orders** that prevent the use or access to the location (excluding cases where the listing of the space was unlawful).