

Booking Terms and Conditions

1 Definitions and interpretation

1.1 Definitions

Additional Charge means:

- (a) fees or charges for additional work performed at the Production Company's request or reasonably required as a result of the Production Company's conduct, calculated in accordance with SoScout's then current prices, and as set out in the Location Hire and Property Owner Release Agreement; and
- (b) expenses incurred by SoScout, at the Production Company's request or reasonably required as a result of the Production Company's conduct.

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are provided.

Production Company means the person identified on a Quote or Booking as the Production Company and includes the Production Company's agents and permitted assigns.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

Location means the property/ location booked by the Production Company with the Property Owner through the Agent.

Location Hire and Property Owner Release Agreement means the agreement entered into by the Production Company and the Property Owner, facilitated by SoScout.

Loss includes, but is not limited to, costs (including party to party legal costs and SoScout's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Booking means a Location Booking placed by a Production Company in response to a Quote and as varied in writing from time to time by the parties.

Quote means a written description of the Services to be provided, an estimate of SoScout's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Services means booking the Location, arranging for the execution of the Location Hire and Property Owner Release Agreement, managing the Booking and facilitating any changes to the Booking, issuing invoices, deducting Agent's fees and remitting the property hire fee to the Property Owner.

SoScout means means SoScout The Agency Ltd, Dublin 7, Ireland and includes SoScout's agents and permitted assigns.

1.2 Interpretations

In these Booking Terms and Conditions, unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through SoScout's website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Booking Terms and Conditions;
- (d) a reference to a party to these Booking Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Booking Terms and Conditions; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.

2 General

- (a) These Booking Terms and Conditions apply to all transactions between the Production Company and SoScout relating to the provision of Services. This includes all quotations, contracts and variations. These Booking Terms and Conditions are to be read in conjunction with the Production Company's obligations entered into under the Location Hire and Property Owner Release Agreement.
- (b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- (c) SoScout may amend any details in a Quote by notice in writing to the Production Company. Such amended details supersede any relevant prior detail in dealings between the parties.

3 Agency

- (a) SoScout acts as an agent for Property Owners. Where SoScout act as agent, any booking, advisory and other services (such as processing a change or cancellation with the relevant Property Owner) that SoScout provide to the Production Company are collateral to that agency relationship.

- (b) Where SoScout act as agent, our obligation to the Production Company is to (and the Production Company expressly authorise us to) provide booking and advisory services, including making Location bookings and arranging relevant contracts between the Production Company and Property Owner. SoScout exercises care in the selection of Locations, but SoScout are not ourselves a provider of Locations and have no control over, or liability for, the services provided by third parties.
- (c) All bookings made on the Production Company's behalf are made subject to the terms and conditions imposed by the Property Owner, including fees for the hire of the Location, change and cancellation policies and limitations of liability.
- (d) The Location Hire and Property Owner Release Agreement are separate to our Booking Terms and Conditions (which cover our booking and advisory services provided to the Production Company).

4 Quotes

- (a) SoScout may provide the Production Company with a Quote. Any Quote issued by SoScout is valid for 30 days from the date of issue.
- (b) Quotes are based upon the hire fee for the specified and requested location at the time of preparation of the Quote and assume the timely supply by the Production Company of necessary instructions to SoScout.
- (c) Quotes provided include the Agent's fee.
- (d) Following provision of a Quote to the Production Company, SoScout is not obliged to commence providing the Production Company with a contract for Location hire until the Quote has been accepted by the Production Company. This occurs by the Production Company completing a Booking form and returning the form to SoScout.
- (e) SoScout reserves the right to amend any Quote before the Booking has been completed to take into account any rise or fall in the cost of completing the Booking. SoScout will notify the Production Company of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote to these Booking Terms and Conditions.

5 Booking

- (a) Every Booking by the Production Company for the provision of Services must be submitted in writing on SoScout's standard Booking form (unless otherwise agreed).
- (b) A Booking will only be deemed to be placed by the Production Company if the Booking clearly identifies the Location identified on SoScout's Quote. Any costs incurred by SoScout in reliance on incorrect or inadequate information provided by the Production Company in a Booking may result in the imposition of an Additional Charge.
- (c) Booking must be signed by an authorised representative of the Production Company.
- (d) Placement of a Booking by the Production Company signifies acceptance by the Production Company of these Booking Terms and Conditions and the most recent Quote provided by SoScout relating to that Booking.

6 Invoicing and payment

- (a) SoScout, as agent for the Property Owner will issue an invoice to the Production Company once a Booking is received, and prior to commencing the provision of the Services, for an amount equal to the Quote.
- (b) The amount payable by the Production Company will be the amount set out in the invoice.
- (c) The Production Company must pay an invoice issued by SoScout to SoScout within 14 days of a valid tax invoice being issued to the Production Company, but in any event prior to the date the Location is to be made available to the Production Company.
- (d) If any invoice is due but unpaid, SoScout may withhold the provision of any further Services until overdue amounts are paid in full.
- (e) SoScout will apply that part of any payment received from the Production Company to any amount owing to SoScout from the Property Owner.
- (f) The Production Company and SoScout agree to comply with their obligations in relation to VAT.

7 Agency and assignment

- (a) The Production Company agrees that SoScout may at any time appoint or engage an agent to perform an obligation of SoScout arising out of or pursuant to these Booking Terms and Conditions.
- (b) SoScout has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Booking Terms and Conditions provided that the assignee agrees to assume any duties and obligations of SoScout owed to the Production Company under these Booking Terms and Conditions.
- (c) The Production Company is not to assign, or purport to assign, any of its obligations or rights under these Booking Terms and Conditions without the prior written consent of SoScout.

8 Default by Production Company

- (a) Each of the following occurrences constitutes an event of default:
 - (i) the Production Company breaches or is alleged to have breached these Booking Terms and Conditions for any reason (including, but not limited to, defaulting on any payment due under these Booking Terms and Conditions) and fails to remedy that breach within 14 days of being given notice by SoScout to do so;
 - (ii) the Production Company, being a natural person, commits an act of bankruptcy;
 - (iii) the Production Company, being a corporation, is subject to:
 - (A) a petition being presented, an Booking being made or a meeting being called to consider a resolution for the Production Company to be wound up, deregistered or dissolved;

- (B) a receiver, receiver and manager or an administrator being appointed to all or any part of the Production Company's property and undertaking;
- (C) the entering of a scheme of arrangement (other than for the purpose of restructuring); and
- (D) any assignment for the benefit of creditors;
- (iv) the Production Company purports to assign its rights under these Booking Terms and Conditions without SoScout's prior written consent; or
- (v) the Production Company ceases or threatens to cease conduct of its business in the normal manner.
- (b) Where an event of default occurs, except where payment in full has been received by SoScout, SoScout may:
 - (i) terminate these Booking Terms and Conditions;
 - (ii) terminate any or all Booking and credit arrangements (if any) with the Production Company;
 - (iii) refuse to deliver or provide further Services; or
 - (iv) retain (where applicable) all money paid by the Production Company on account of Services or otherwise.
- (c) In addition to any action permitted to be taken by SoScout under paragraph 8(b), on the occurrence of an event of default all invoices will become immediately due and payable.

9 Termination

In addition to the express rights of termination provided in these Booking Terms and Conditions, a party may terminate these Booking Terms and Conditions

- (a) immediately by written notice to the other party, provided a Location Hire and Property Owner Release Agreement has not yet been signed; and
- (b) otherwise, in accordance with the Location Hire and Property Owner Release Agreement

10 Exclusions and limitation of liability

- (a) The Production Company expressly agrees that use of the Services is at the Production Company's risk. To the full extent allowed by law, SoScout's liability for breach of any term implied into these Booking Terms and Conditions by any law is excluded.
- (b) All information, specifications and samples provided by SoScout in relation to the Services are approximations only and, subject to any consumer guarantees under the ACL, small deviations or slight variations from them which do not substantially affect the Production Company's use of the Services will not entitle the Production Company to reject the Goods upon delivery or to make any claim in respect of them.

- (c) SoScout gives no warranty in relation to the Services provided or supplied. Under no circumstances is SoScout or any of its SoScouts liable or responsible in any way to the Production Company or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the Services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:
 - (i) any Services supplied to the Production Company;
 - (ii) any delay in supply of the Services; or
 - (iii) any failure to supply the Services.
- (d) Any advice, recommendation, information, assistance or service given by SoScout in relation to Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. SoScout does not accept any liability or responsibility for any Loss suffered as a result of the Production Company's reliance on such advice, recommendation, information, assistance or service.
- (e) To the fullest extent permissible at law, SoScout is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Services, or otherwise arising out of the provision of Goods or the Services, whether based on Booking Terms and Conditions, negligence, strict liability or otherwise, even if SoScout has been advised of the possibility of damages.
- (f) The Production Company acknowledges that the Services are not for personal, domestic or household purposes.

11 Indemnity

- (a) The Production Company indemnifies and keeps indemnified SoScout, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Production Company) against SoScout or, for which SoScout is liable, in connection with any Loss arising from or incidental to the provision of Services, any Booking or the subject matter of these Booking Terms and Conditions.
- (b) This includes, but is not limited to, any legal costs incurred by SoScout in relation to meeting any claim or demand or any party or party legal costs for which SoScout is liable in connection with any such claim or demand.
- (c) This provision remains in force after the termination of these Booking Terms and Conditions.

12 Force majeure

- (a) If circumstances beyond SoScout's control prevent or hinder its provision of the Services, SoScout is free from any obligation to provide the Services while those circumstances continue. SoScout may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.

- (b) Circumstances beyond SoScout's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, government decrees, proclamations or Booking, transport difficulties and failures or malfunctions of computers or other information technology systems.

13 Non-solicitation

- (a) In order to protect the business of the Agent, the Production Company agrees that:
 - (i) It will not either directly or indirectly, on the Production Company's own account or on the behalf of any person for a period of 12 months after entering into a Location Hire and Property Owner Release Agreement;
 - (A) solicit, canvass, approach or accept any approach (or attempt to do any of these things) from Property Owner whose Location(s) has been booked by the Production Company through the Agent in the previous 12 months (**Prior Client**), with a view to directly engaging with that Property Owner for the purposes of booking the Location(s);
 - (B) perform, or cause to be performed, in any capacity, and by whatever means, any business or services for any Prior Client; or
 - (C) Interfere, or seek to interfere with, the relationship between the Agent and any Prior Client.
- (b) The Production Company acknowledges that:
 - (i) the Agent's rights under this clause are in addition to, and do not derogate from or affect, the Agent's common law or equitable rights;
 - (ii) these restrictions are reasonable and that the Agent may seek injunctive relief to enforce these restrictions; and
 - (iii) the rights and obligations of the parties under this clause survive after your employment has ended.

14 Miscellaneous

- (a) These Booking Terms and Conditions are governed by the laws of the Republic of Ireland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Ireland.
- (b) These Booking Terms and Conditions and any Quotes and written variations agreed to in writing by SoScout represent the whole agreement between the parties relating to the subject matter of these terms.
- (c) These Booking Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (d) In entering into these Booking Terms and Conditions, the Production Company has not relied on any warranty, representation or statement, whether oral or written, made by SoScout or

any of its employees or agents relating to or in connection with the subject matter of these Booking Terms and Conditions.

- (e) If any provision of these Booking Terms and Conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (g) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee; or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (h) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (i) A party may only change its postal or email address for service by giving notice of that change in writing to the other party.