

Last updated: **17th January 2021**

Terms and Conditions

Please ensure you have fully read the **Terms and Conditions** below. If you intend to sell tickets through our platform, you must also accept the terms of Stripe (<https://stripe.com/gb/legal>).

Please read our **Data, Privacy and Cookies Policy** for information regarding how we store, safeguard and use your data.

Feel free to contact us with any queries.

1) Introduction

1.1 To use the Service of *ticketbuddy*, Users must Accept these Terms which should be read carefully prior to using the Service.

1.2 To use the Service of *ticketbuddy*, Users must also Accept our **Data, Privacy and Cookies Policy**, which should be read carefully prior to using the Service.

1.3 To sell tickets through our Website as a Promoter, Users must Accept these Terms **and** the terms of Stripe (<https://stripe.com/gb/legal>) which should be read carefully prior to using the Service.

1.4 These Terms represent a binding contract between *ticketbuddy* and the User that is effective from the time that the User first accepts these Terms, and shall remain in force until or unless terminated by these Terms.

2) Definitions

2.1 The following terms (whether with or without the definite article) shall, unless the context requires otherwise, have the following meanings:

‘Accept’ means either:

1. to register to use the Service by means of the registration webpage of the Website; or
2. to use the Service;

and therefore consent to be bound by these Terms;

‘Brand’ refers to the name or brand under which a Promoter wishes to sell tickets via the Website through their account;

‘Content’ means information, text, data, software, music, video, photographs, graphics, sounds and other materials that appears on the

Website;

'Customer' means the individual, business (including sole trader, partnership or limited company), charity or other organisation that has registered (either by itself or duly appointed representative or agent) with *ticketbuddy* via the registration webpage of the Website, or uses the Service, to purchase tickets to specified events;

'Promoter' refers to any person(s) signing up to *ticketbuddy* to use the Service to sell tickets, and typically refers to professionals (whether operating as a company or otherwise) within the events industry hosting, promoting and organising events;

'Server' means the server(s) used by *ticketbuddy* to host the Website;

'Service' includes the selling and purchasing of tickets, and/or making use of the entertainment, adverts, 3rd party API's (application programming interfaces), Facebook applications and other information offered by *ticketbuddy*, by means of the Website;

'Stripe' is the chosen payment processing platform for *ticketbuddy*. Promoters must connect a Stripe account to receive and withdraw funds. More information and the terms of Stripe are accessible at <https://stripe.com/gb/legal> ;

'Ticket' means a ticket purchased via the Website to allow the Customer entry to a specified event;

'*ticketbuddy*' means TICKETBUDDY LIMITED, a company registered in England and Wales with the company number 09694227;

'Terms' means the terms and conditions of the binding contract between *ticketbuddy* and the User as set out in this document;

'User' refers to a person or organisation who uses the Service of *ticketbuddy*;

'User's Equipment' means the User's own computer equipment, software, dial up internet connection (or alternative lines of telecommunication), smartphone, tablet or other device utilised by the User to access and use the Service;

'Webpage' means a page of the Website;

'Website' means the website with URL <https://www.ticketbuddy.co.uk> , or any other URL or URLs that *ticketbuddy* may utilise at its sole discretion to provide the Service

3) Applicable Terms

3.1 In consideration of the Service offered by *ticketbuddy*, Users agree to be bound by ALL the relevant Terms. The activities of a single User may include that of a Customer and/or Promoter, and Users should acquaint themselves with all the Terms in this document.

3.2 *ticketbuddy* reserves the right to vary these Terms at any time.

3.3 *ticketbuddy* will make every effort to notify Users of any changes or modifications to these Terms, however accepts no responsibility for Users failing to become aware of such changes or modifications. By continuing to use the Service following such variation, the User shall be deemed to accept such variation.

4) Use of the Service by the User

4.1 The User agrees to be bound by any and all applicable International and UK data protection and other laws, regulations, licences and codes of practices when using the Service.

4.2 The User may not sell or sublet any part of the Service.

4.3 The User is not permitted to copy, store, modify, transmit, sell, distribute or broadcast any part of the Content which forms part of *ticketbuddy's* Service without prior permission. Such permission must be given in writing by *ticketbuddy*.

4.4 Access to the Website is permitted on a temporary basis, and *ticketbuddy* reserves the right at its sole discretion to suspend any part or all of the Service at any time and for any reason. *ticketbuddy* shall make every reasonable effort to give Users as much notice as practicable if such a situation arises.

4.5 *ticketbuddy* shall not be liable for any loss (financial or otherwise) arising from a suspension of the Service.

4.6 *ticketbuddy* reserves the right to refuse to accept a User's registration at its sole discretion.

4.7 In order to access the Service the User is required to enter an email address. This email address is unique to each User. The User is responsible for the security and proper use of their email address. *ticketbuddy* cannot be held responsible for any losses arising if a User discloses their login credentials to unauthorised person(s).

4.8 *ticketbuddy* holds no responsibility or liability with respect to the User's Equipment/Software, or any loss that may arise from faulty User's Equipment/Software.

4.9 The User accepts responsibility for ensuring the User's Equipment is free from viruses, malware or any other potentially destructive programs (PDP's).

4.10 It is possible that contaminating or harmful PDP's may be transmitted from the Server to the User's Equipment. *ticketbuddy* holds no responsibility for ensuring that Content downloaded

from the Website is free of PDP's. The User accepts responsibility for ensuring the User's Equipment is protected from PDP's.

4.11 User accounts that are inactive for a period of 12 months may be closed at the discretion of *ticketbuddy*.

4.12 *ticketbuddy* accepts no responsibility for losses arising from misused accounts of any User.

4.13 *ticketbuddy* does not tolerate abuse, racism, foul language or hate on its platform.

4.14 *ticketbuddy* reserves the right to terminate a User's account at any time and without warning.

4.15 The User may request to close their account at any time ('right to be forgotten'). All User data shall be erased from *ticketbuddy* systems if a User decides to close their account. Please contact us in order to request this.

5) Use of the Service as a 'Promoter'

5.1 *ticketbuddy* is not responsible for the content of events uploaded to the Website, and in no way endorses or is affiliated with these events or the Promoter organising the event(s).

5.2 The Promoter agrees to allow *ticketbuddy* to act as a non-exclusive (except where exclusivity has been agreed in writing by both parties) online ticket agent for their events.

5.3 Ownership of tickets resides with the Promoter. *ticketbuddy* does not buy tickets to the Promoter's events, and title to all tickets remains with the Promoter.

5.4 *ticketbuddy* reserves the right to remove events that it does not believe are suitable for its platform. *ticketbuddy* does not tolerate abuse, racism, foul language or hate on its platform.

5.5 It is the responsibility of the Promoter listing the event to ensure all event details are accurate, complete, up to date and correct- these include but are not limited to; event name, start time, end time, location, ticket information and prices, artwork, event description and door admission policy.

5.6 *ticketbuddy* is in no way responsible for any losses arising from incorrectly entered event information by the Promoter.

5.7 Promoters are responsible for providing the accurate face value price for all tickets made available for sale on the Website. Please remember this is the final ticket price that a Customer will pay for their ticket, and as such Promoter's must consider the associated processing fees when setting this price.

5.8 When selling tickets through *ticketbuddy*, the Promoter undertakes to make available a proportion of tickets for sale via the Website, and not to sell those tickets by another method. It is the responsibility of the Promoter to ensure they do not over sell the capacity of the venue.

5.9 The Promoter undertakes not to make available through the Website (and other methods of sale) more tickets than the capacity of the event.

5.10 The Promoter undertakes to ensure competent people are in charge of admission at the entrance to the event. Our 'Entry' tool is the recommended method to admit guests to your event but we also highly recommend printing a physical PDF copy as a backup. We suggest to print this admission list as close to the start of the event as possible, and definitely not before

Tickets have been taken off sale from the Website. This ensures no Customers are missed from the admission list.

5.11 The Promoter undertakes to check all persons presenting themselves at the event with our unique booking reference numbers are named on the admission list, and to confirm their identity to your satisfaction.

5.12 The Promoter undertakes to permit entry to the Customer named on the Ticket, along with the specified number of accompanying persons, to the event. We recommend that the named Customer must always accompany all persons in the party for whom they have made a booking. However, admittance to the event by accompanying persons without the named Customer is at the discretion of the Promoter.

5.13 The Promoter undertakes not to admit any person who has obtained a Ticket fraudulently.

5.14 The Promoter agrees to promote and advertise the availability of Tickets on the Website. However, the Promoter may not use the name, address, URL, logo or any other details of the Website, or any details of *ticketbuddy*, on illegal and unauthorised flyering, or in any other public activities that may be illegal or contravene UK law, local by-laws or planning restrictions.

5.15 The Promoter undertakes not to upload information to the Website that is untrue, defamatory, obscene, hateful, abusive, racist, otherwise objectionable, or in breach of any applicable UK law. *ticketbuddy* reserves the right to remove objectionable content and prevent the Promoter from selling tickets through our platform.

5.16 Promoters are responsible for informing *ticketbuddy* of any bugs or software issues they discover on the platform. *ticketbuddy* will make every effort to resolve these issues in a timely manner, however accepts no responsibility for any losses arising from such problems.

5.17 Promoters are able to offer individual refunds to Customers if requested. Generally however, we recommend a ticket policy of no refunds, except of course in the case of cancelled events. The Promoter is responsible for processing these refunds through the *ticketbuddy* platform. Please be advised that refunds are irreversible once they have been requested. More information about refunds is available in section 7.

5.18 Promoters are responsible for communicating important information regarding changes in event times, postponed or cancelled events to their Customers. Customers contacting *ticketbuddy* with queries will be directed to the Promoter responsible for the specified event.

5.19 Each event on the *ticketbuddy* platform is marketed through a 'Brand'. This is simply the name or brand a Promoter wishes to sell tickets under. It is usually, but not necessarily, the business or trading name of the Promoter. The Promoter undertakes to not mislead their customers through misrepresentation, or by unlawful copying of another trademarked brand name or registered company name.

5.20 *ticketbuddy* does not purchase tickets from the Promoter, so the Promoter does not have to invoice *ticketbuddy* for the Tickets sold on the Website. Please see clause 8 for more details regarding tax concerns and VAT.

5.21 The Promoter must connect a 'Standard Connect' Stripe account in order to sell paid tickets through *ticketbuddy* and receive their funds.

5.22 Ticket income is paid into the Promoter's Stripe account as soon as it is requested via the *ticketbuddy* platform and not before the event has finished. Please note it may take Stripe up to 7 days to complete this transaction (more details on their website: <https://stripe.com/gb>).

5.23 Funds can be withdrawn from a Promoter's Stripe account in a schedule set by the Promoter through the Stripe website. Funds can be paid out to the Promoter's bank account daily, weekly or monthly as preferred.

5.24 *ticketbuddy* accepts no responsibility for losses arising from misused Promoter accounts. This includes but is not limited to; incorrect withdrawal of funds, submitting incorrect or falsified details to Stripe, incorrect event information and other misuse of the account.

5.25 *ticketbuddy* regularly monitors its platform and seeks to ensure a pleasant and non-toxic experience for all its Users. We reserve the right to remove a User or Promoter and terminate their use of the Service at any time and without warning.

6) Marketing Emails and Messaging

6.1 As part of registering for the Service, Customers accept they may be sent relevant marketing emails from *ticketbuddy*.

6.2 Customers may also choose to 'Follow' a Brand. This positive 'opt in' signs the Customer up to receive future marketing emails from that Promoter of that Brand (for example, announcing the launch of an event).

6.3 We will always give you the option to opt out of receiving further emails by clicking the unsubscribe link in the bottom of each email. If you have any questions or are unsure how to unsubscribe, please contact us.

6.4 Please remember, Promoters are not associated or endorsed with *ticketbuddy* in any way and are simply using our platform to sell tickets to their events. We reserve the right to remove a Promoter and terminate their use of the Service at any time and without warning following improper use.

7) Ticket Prices, Stripe, Payment Processing, Refunds and Fees

7.1 The minimum ticket price for a paid ticket is £2. This ensures Promoters can cover the minimum processing fee set by Stripe. Promoters can 'sell' free tickets at any time and without having to connect a Stripe account.

7.2 Any Customer buying a ticket must have permission of the card holder. Please note, Stripe may 'remember' card details at the checkout stage to help with faster payment.

7.3 Stripe's payment processing fees (set by Stripe) are 1.4% + 20p per transaction for european cards and 2.9% + 20p per transaction for non-european cards. These fees are subject to change. Please note the *ticketbuddy* fee is additional to this.

7.4 *ticketbuddy* will make every effort to inform Promoters of any change in fees. However *ticketbuddy* accepts no responsibility for any losses arising from sudden and unavoidable changes in fees.

7.5 *ticketbuddy* aims to be as transparent as possible regarding processing fees. We have chosen Stripe as our payment provider as we believe they offer the most competitive fees.

7.6 Tickets can be refunded by the promoter. We would only recommend doing this in the rare case of cancelled events and not as a regular occurrence. Generally *ticketbuddy* recommends a policy of non-refundable and non-transferable tickets.

7.7 Refunds cannot be cancelled once requested.

7.8 Refunds can be partial in nature. Promoters can refund any number of individual tickets bought within the same transaction. For example, refunding '2' of '5' tickets.

7.9 We recommend managing refunds via the *ticketbuddy* platform. Any refunds made through the Stripe dashboard may not be reflected on the *ticketbuddy* platform, and could lead to unnecessary confusion.

7.10 In the case of refunded tickets, Stripe will still charge their fee (1.4% + 20p per transaction for European cards) to the Promoter. **Please bear this cost in mind when refunding tickets.**

7.11 In the event of a negative balance in their Stripe account, the Promoter is responsible for this negative balance as per Stripe's terms (<https://stripe.com/gb/legal>). *ticketbuddy* is not responsible.

7.12 The type of Stripe account you connect with *ticketbuddy* is a 'Standard Connect Account' (<https://stripe.com/docs/connect/standard-accounts>). You can disconnect your account from *ticketbuddy* at anytime if you wish to do so. Please note, if you do revoke *ticketbuddy*'s access to your Stripe account, you will no longer be able to sell tickets via *ticketbuddy*.

7.13 Using a 'Standard Connect Account' offers the most flexible solution, whilst the Promoter remains 100% in control of their finances. Through Stripe you also have a variety of settings, such as the ability to customise and send customer receipts if you wish to, and edit the name that appears on your customer's credit card statement. Settings such as these are accessed directly through your Stripe dashboard (<https://dashboard.stripe.com/dashboard>).

7.14 Please remember that the Promoter is solely responsible for their Stripe account as per the Terms of Stripe. *ticketbuddy* cannot be held responsible for any losses incurred from their Stripe account. This includes losses as a result of mistakes or mismanagement of Stripe's platform by the Promoter.

7.15 All payment information and processing is conducted via Stripe. *ticketbuddy* holds no financial information on its servers and carries out no payment processing.

7.16 *ticketbuddy* cannot be held liable for loss of, or unauthorised disclosure of, a User's financial data as far as practically possible within its obligations under UK and European Data Law (GDPR).

8) VAT

8.1 *ticketbuddy* will not add VAT to, or deduct VAT from, the face value of the Tickets.

8.2 Accounting for and payment for any VAT due on the Promoter's Ticket sales through the Website is the obligation of the Promoter.

8.3 *ticketbuddy* will not issue VAT receipts for the Ticket's face value. The Promoter agrees to provide a VAT receipt to Customers who request one, if the Promoter is registered for VAT.

9) Indemnities

9.1 The User undertakes to fully indemnify and keep indemnified at all times *ticketbuddy* against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, suffered, incurred or paid by *ticketbuddy* directly or indirectly in respect of:

9.1.1 access to and/or use of the Service by the User as a Customer and/or Promoter;

9.1.2 any Content downloaded by the User from the Website;

9.1.3 any breach of the Terms in this contract by the User;

9.1.4 any breach of UK internet data protection laws and regulations with respect to the Service offered by *ticketbuddy*.

10) Limitation of Liabilities

10.1 *ticketbuddy* will make every effort to ensure the Service remains accessible at all times via the internet, however, since neither *ticketbuddy* nor any other party has complete control over the internet, *ticketbuddy* cannot guarantee access to the Website remains free from error.

10.2 Neither *ticketbuddy*, its employees, directors or representatives can be held liable for any loss or damage arising from use of the Service. This is a comprehensive limitation of liability that applies to damages of any kind, including (without limitation) financial, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties, and whether arising from negligence, breach of contract, statutory duty or otherwise.

10.3 The User accepts that any data transmitted online to or from the Website and/or Server is at risk of interception by unauthorised third parties and may be unlawfully exploited. The User therefore accepts that *ticketbuddy* holds no responsibility in respect of the acts of third parties.

10.4 *ticketbuddy* holds no liability for unauthorised access to, disclosure of, or for the destruction, theft or alteration of data, emails, files or information of the User by any person, whether through accident or by fraudulent means, even if such action resulted from *ticketbuddy's* own negligence.

10.5 *ticketbuddy* holds no liability for loss of, or disclosure of, a User's data as far as practically possible within its obligations under UK and European Data Law.

10.6 None of the limitations of liability within this contract are intended to limit the consumer rights of the User, whether found under local law or in statutory rights.

11) Force Majeure

11.1 *ticketbuddy* shall hold no responsibility for any failure of the Service due to any occurrence commonly known as force majeure, including but not limited to war, riots, embargoes, terrorism, strikes, worker's protests (whether *ticketbuddy's* or others), and any other causes beyond *ticketbuddy's* control.

11.2 Further *ticketbuddy* also holds no responsibility for losses or damages arising from hinderance or delay to the Service, or its obligations (financial or otherwise) also caused by an act of force majeure.

12) Data, Privacy and Cookies

12.1 For the purpose of the UK Data Protection Act and GDPR, the data controller is TICKETBUDDY LIMITED, registered in England and Wales, company number 09694227.

12.2 Please note Users of the Service agree to Accept and be bound by the information outlined in the **Data, Privacy and Cookies Policy**. For more information regarding your data and how it is stored and used, please visit the Website to view this policy document.

13) Intellectual Property

13.1 All rights in the design, creation and representation of the Content on the Website are copyright of *ticketbuddy* or other third parties.

13.2 The Service is offered to the User in good faith and on the basis that there will be no abuse or fraudulent use of any of the Content on the Website.

13.3 *ticketbuddy* reserves the right to suspend the Service to Users it considers are fraudulently copying, downloading, modifying and/or distributing copyrighted Content for their own commercial gain.

13.4 Any and all legal costs shall be reimbursed to *ticketbuddy* if legal action is required to enforce the protection of intellectual property or Content belonging to *ticketbuddy*.

14) Links to Other Websites

14.1 *ticketbuddy* assumes no responsibility for the content of any other websites to which the Website has links.

15) Cookies Policy

15.1 *ticketbuddy* complies with the ePrivacy Directive, Article 5(3) and all other UK and EU legislation with regards to the use of cookies on the Website. Please find more details about cookies in our **Data, Privacy and Cookies Policy**.

16) Termination

16.1 This contract may be terminated by either party immediately by notifying the other party in writing that this contract is terminated.

17) Account Closure

17.1 In order to close your *ticketbuddy* account, please contact us.