

Terms & Conditions for Customers

The Halo website (the-halo.com) (the “Platform”) is owned and operated by Halo Social Ltd trading as Halo (“we”, “our” and “us”). Halo Social Ltd is a private limited company, registered in England (registered office: 9 Kilkenny Place, Portishead, Somerset, BS20 6JD).

These are the terms and conditions of service for Customers (defined below) (“you” and “your”) which apply to the Platform (the “Terms”). By accessing the Platform, and making any purchase of tickets or carrying out other activities using the Platform, you are subject to the Terms and agree to be bound by them. You should make yourself aware of the Terms and print a copy for future reference if necessary.

These Terms are effective as at 1 March 2018.

Any personal information that you provide to us via the Platform will be governed by the terms of our Privacy Policy.

For the purposes of these Terms, the following, additional definitions shall apply:

“Customer” means an individual or individuals who purchase tickets for an Event via the Platform.

“Event Organiser(s)” means a third party supplier or suppliers of Events (which will typically include the sale of tickets for Events) which may include a nightlife venue, performer, promoter, university society or organisation, or general event organiser.

“Venue” or “Event Organiser” means a third party supplier or suppliers of tickets for Events which may include a nightlife venue, performer, promoter or general event organiser.

Important Notice

The Platform is only made available for the benefit of users who are aged 18 or over. If you are not aged 18 or over, you do not have permission from us to use the Platform and may not access the Platform or any services provided under the Platform. If we have reason to believe that you are not aged 18, we reserve the right to restrict or prevent you from accessing or using the Platform. By continuing to use the Platform and agreeing to these Terms, you are representing to us that you are 18 and we can rely on this representation.

1. Your use of the Platform

1.1. You can only use the Platform where you have registered to do so.

1.2. In using the Platform, you agree that:

1.2.1. In making the Platform available to you, we are granting you a limited licence to use the Platform and its services for personal (non-commercial) use only, in accordance with the Terms.

1.2.2. All information provided by you to us, including on registration with the Platform, is true, accurate, up-to-date and not misleading in any respect. You can update your information and details at any time by accessing your account via the Platform.

1.2.3. We reserve the right, at any time, to restrict or prevent you from using the Platform, albeit we will look to honour ticket purchases where possible, unless you have failed to comply with the Terms, or other circumstances beyond our control apply.

1.2.4. You will comply with all applicable laws.

1.2.5. You will not use the Platform (or any part thereof) for any unlawful purpose.

1.2.6. You will refrain from doing anything which we believe (in our reasonable opinion) to be disreputable, or capable of damaging our reputation.

1.2.7. You will not use the Platform in any way that causes the Platform to become damaged or impaired, or in any way compromises the effectiveness, efficiency or functionality of the Platform.

1.2.8. You will not upload or transmit any computer viruses, macro viruses, trojans, worms or other harmful programmes designed to interfere with, interrupt or disrupt the normal operating procedures of a computer, smart phone, computer tablet or other mobile technology.

1.2.9. You will not attempt any unauthorised access to any part of the Platform, access or attempt to access the accounts of other users, penetrate or attempt to penetrate any security measures, or attempt to use the Platform in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy).

1.2.10. You will not disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or otherwise.

1.2.11. You will not use the Platform to display or advertise your own or third party products and services (unless we expressly agree to this in writing).

1.2.12. We have limited control over the nature and content of information and communications transmitted and received through the Platform. Although we reserve the right to monitor such content, it is not our typical policy to do so, and we disclaim any liability in respect of such content. Should you wish to complain about another user of the Platform, please contact us.

1.2.13. You will treat Event Organisers and their respective staff introduced to you through the Platform in a respectful manner, and not cause harm to any property or person or engage in any unlawful, threatening, harassing, discriminatory, abusive behaviour or activity when attending an Event, interacting with Event Organiser staff or otherwise using the service under the Platform.

2. Our relationship with Event Organisers

2.1. In the main, we act as an agent facilitating the sale of tickets to Events on behalf of Event Organisers. We do not purchase tickets, set ticket prices, or determine seating locations at Events (if applicable). We collect ticket money on behalf of Event Organisers and supply details of your booking to them. Ownership of tickets and rights to grant entry to an Event remains with the relevant Event Organiser and does not pass to us at any time.

2.2. In very limited circumstances, we may act as principal rather than agent for ticket sales to certain Events. We will let you know where we act as principal, otherwise we will always be acting as agent.

2.3. Please note that we are not responsible for the behaviour, actions or inactions of Event Organisers or their representatives / staff. Any contract for the provision of Events or other entertainment and Event services is between you and the Event Organiser and not Halo. We simply provide a platform to introduce you to Event Organisers and vice versa.

3. Event Organiser rules, regulations and terms

3.1. Tickets are issued subject to the rules and regulations of the Event Organiser (which may also include rules and regulations relating to the venue or premises where an Event is held). Full details of these are available from the Event Organiser on request made to them directly. You and all other ticket

holders in your group (if applicable) must comply with all relevant statutes, safety announcements and any specified rules and regulations while attending an Event.

3.2. The Event Organiser, their staff, and Halo accept no responsibility for any personal property taken to an Event. At the Event Organiser's option, there may be no pass-outs or re-admissions of any kind to an Event. Ticket holders are advised that official merchandise is usually only available inside the venue or premises where the Event is being held.

3.3. When purchasing tickets through the Platform, an Event Organiser will typically specify terms and conditions of entry (as well as any other terms) which must be satisfied by a Halo ticket holder to gain entry to an Event ("Event Organiser Terms"). The Event Organiser Terms are in addition to these Terms, and you should ensure that you are able to satisfy the Event Organiser Terms: (i) before you purchase tickets via the Platform; and (ii) immediately prior to seeking to gain entry to the Event in question. Please note that the Event Organiser Terms may also include a general right for the Event Organiser to refuse entry at their discretion. Any breach of the Event Organiser Terms, these Terms, or otherwise unacceptable behaviour likely to cause damage, nuisance or injury shall entitle an Event Organiser to refuse you (and / or your party, if applicable) entry or eject you from an Event.

3.4. The Event Organiser Terms may contain a provision that ticket holders arrive at a venue or premises by a certain time. Although we encourage Event Organisers to try and accommodate late arrivals as much as possible, failure to arrive by the time stipulated constitutes a breach of the Event Organiser Terms, which shall entitle an Event Organiser to refuse you entry.

3.5. If you have bought tickets for you and your friends or are part of a group, all of you must attend at the same time as the person with the ticket. An Event Organiser reserves the right to refuse entry if all members of a group do not attend at the same time.

3.6. In using the Platform, you agree that we have no responsibility for your compliance with the Event Organiser Terms. If you are refused entry to an Event because you do not satisfy the Event Organiser Terms, you will not be entitled to a refund.

3.7. All details about Events advertised by us are provided on behalf of the Event Organiser and are supplied by the Event Organiser themselves. You are strongly advised to check Event details with the venue or premises at which it is to be held and / or the Event Organiser before travelling to an Event. Whilst we make best efforts to keep all information as up-to-date as possible, we cannot be held responsible for any errors.

3.8. Any dispute or complaint regarding the content or quality of an Event, or any actions / inactions of the Event Organiser, their staff, DJs, performers (or their representatives), is deemed to be between you and the Event Organiser, and should be made to them directly. However, we are always interested in learning about your experiences in attending Events, so please feel free to contact us about this.

4. Tickets

Purchase

4.1. Tickets may be purchased by selecting the "Buy tickets" or "Sign up" button and then following the prompts that appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order to us by selecting the "Confirm" button.

4.2. Once submitted, your order constitutes an offer to us to purchase a ticket. All orders are subject to acceptance by us. We are not obliged to accept your order and may, in our discretion, decline to accept any order. Where we accept your order, we will confirm such acceptance to you by displaying a booking confirmation on-screen, and by sending you an email that confirms we have accepted your order and provides details of your booking. Notwithstanding our acceptance, we may immediately terminate or suspend your booking (and suspend or void the ticket) if subsequently your payment details are found to be invalid or lack funds by our payment provider, or we or our payment provider reasonably suspect fraudulent behaviour linked with your account.

Delivery of tickets and presentation of tickets at Events

4.3. Where you purchase tickets through the Halo website, you will receive an e-ticket. This can be accessed via the “My Tickets” icon on the website.

4.4. The Event Organiser has entered into an agreement with us to honour m-tickets and e-tickets and reference codes we supply, and to treat them as conferring the same rights as any other form of booking available for the same Event.

4.5. When attending an Event, you must ensure that you have your e-ticket ready for display. You should also bring valid photographic identification and anything else provided in the Event Organiser Terms or by the Event Organiser.

4.6. The Event Organiser will verify the ticket against lists of attendees.

General ticket terms

4.7. Tickets must be used on the date and, if applicable, by a certain time, of the Event specified, or they will no longer be valid. You will not be entitled to a refund if tickets are not used on their specified date or by any specified time.

4.8. Your tickets should not be copied or reproduced in any form, including by way of photograph or screen-grab / shot or similar. Any attempt to re-sell, trade, transfer or reproduce a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation and your Halo account may be terminated by us.

4.9. It is your responsibility to check your ticket as if you have made a mistake it cannot always be rectified after purchase. Please check your ticket on receipt carefully and contact us immediately if there is a mistake, or if you have not received your ticket.

4.10. It is your responsibility to ascertain whether an Event has been cancelled and the date and time of any re-scheduled Event. If an Event is cancelled or re-scheduled, we will use reasonable endeavours to notify you of this fact once we have received the relevant authorisation from the Event Organiser. We do not guarantee that ticket holders will be informed of cancellation before the date of the Event.

4.11. Tickets are sold subject to the Event Organiser’s right to alter or vary the programme due to Events or circumstances beyond its reasonable control. In such circumstances, you will not be entitled to a refund unless otherwise provided.

4.12. Your ticket remains the property of the Event Organiser and is a personal revocable licence which may be withdrawn and admission refused at any time upon refunding the displayed purchase price.

4.13. Event Organisers may prohibit us from issuing exchanges or refunds for purchases, or for lost, stolen, damaged or destroyed tickets. It is your responsibility to keep your tickets safe. We are under no obligation to supply you with a duplicate ticket if your ticket is lost or stolen. If duplicate tickets are issued, a reasonable administration charge may be levied.

4.14. Unless with the express permission of us and / or the Event Organiser, you may not combine a ticket with any other promotions or use a ticket as an incentive or prize in a promotion or competition, or otherwise use such ticket in the course of business.

5. Price and payment

5.1. The Platform is free to access.

5.2. The price of tickets is displayed on the Platform. The price displayed includes VAT, if applicable.

5.3. Tickets purchased through the Platform may be subject to a booking fee. Any booking fee will be clearly displayed on the Platform at the point of purchase. The booking fee comprises a service charge and fees to cover card processing costs. The booking fee may vary according to the ticket price.

5.4. Where a promotional code is claimed, you will be required to enter the code at the point of purchase. If the code is valid, the ticket price will adjust automatically. If the number of tickets for which the code can be used is restricted, this will either be displayed or the ticket price will only adjust for those tickets for which a promotional code can be claimed.

5.5. All payments for tickets must be made using either a debit or credit card. We do not provide for cash payments. Payment details can be entered as part of the ticket purchase process.

5.6. You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. Occasionally, our payment provider may test your account by debiting a small amount (typically £1). This debit will not remain and your account will be credited the amount debited soon after the test completes.

5.7. Prices for tickets are subject to change at any time. Tickets for which you have received purchase confirmation from us will not be affected by any change in the ticket price.

6. Intellectual Property and right to use

6.1. You acknowledge and agree that all intellectual property rights (including, but not limited to, copyright, trademarks, logos, text, graphics, photos, sound, illustrations, animations and videos or rights in and to our software, applications and website) in all material or content contained within the Platform shall remain at all times owned by us or our licensors. Except as expressly set out in these Terms, nothing in these Terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading the Platform or content from the Platform.

6.2. You acknowledge and agree that the material and content contained within the Platform is made available for your personal (non-commercial) use only, and that you may download such material and content onto only one computer hard drive or mobile phone / device for such purpose. Any other use of the material and content of the Platform is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

6.3. You agree that by submitting any content, information, images or otherwise for publication on the Platform, ("User Generated Content") you retain any copyright you may have in the User Generated Content, however you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or in part) and/or to incorporate it into other works in any form, media or technology, whether for commercial or non-commercial purposes. You waive any moral rights you may have in, or to be identified as the author, of User Generated Content.

6.4. You are solely responsible for your User Generated Content (including content you share with other sites, such as social networking sites) and we do not endorse User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Generated Content.

7. Availability of services

7.1. We will do our best to offer you a smooth service, but we give no guarantees that the Platform will be fault free or that the services provided will be uninterrupted. If a fault does occur, please contact us and we will attempt to correct the fault as soon as we reasonably can.

7.2. We will occasionally restrict your access to the Platform to carry out repairs, maintenance or to introduce new functionality or services and we will endeavour to keep disruption to a minimum.

7.3. New services are subject to a period of testing. This means that a new service may not perform with complete functionality, may be undergoing testing, may be inconsistently available, may have software “bugs” being fixed by us and may have other issues affecting availability and functionality.

8. Limitation of Liability

8.1. We shall not be liable under any circumstances with respect to any services provided under the Platform, or any other subject matter of these Terms, for: (i) any indirect losses, meaning a loss to you which is a side effect of the main loss or damage and where you and we could not have reasonably foreseen that type of loss arising at the time of entering into these Terms; (ii) losses not caused by our breach; (iii) the actions or inactions of Event Organisers; and (iv) any matters beyond our reasonable control (including network failure).

8.2. We exclude liability for any tickets or other goods provided by Event Organisers or other third party suppliers to the fullest extent permitted by law.

8.3. We shall not be liable for any content of information you provide to us, or the content of any other user of the Platform.

8.4. We are not affiliated with, and have no agency or employment relationship with, any third party service provider used to provide services under the Platform and we have no responsibility for and disclaim all liability arising from, the acts or omissions of any such third party service provider.

8.5. We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents.

8.6. Nothing in these Terms shall exclude any liability we may have at law. You have certain rights under the law. These include that we will provide the Platform to a reasonable standard and within a reasonable time. Nothing in these Terms is intended to affect these statutory rights. For more information about your statutory rights you can contact your local Citizens Advice Bureau or Trading Standards Office.

8.7. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of £500. “Foreseeable” means that the losses could have been reasonably contemplated by you and us at the time of entering into these Terms.

9. Termination

9.1. We may terminate these Terms and close any account you have with us by giving you 10 days’ notice in writing by email to your registered email address. We may also terminate these Terms and close your account without notice if you breach any of your obligations under these Terms, or if court or bankruptcy proceedings are brought against you.

9.2. We reserve the right to suspend, restrict or terminate your access to the Platform at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

9.3. Termination shall not prejudice any other right or remedy you or we may have in respect of accrued rights (including rights in respect of any breach) or liabilities which arose prior to termination.

9.4. You are under no obligation to use the Platform and may simply choose to stop using it at any time.

10. Third-party services and content

10.1. Our Platform integrates with social networking platforms such as Facebook, Whatsapp and Twitter and other third party applications. Your use of any integrated applications will be subject to those third party's terms of use and their privacy policies.

10.2 When you access third party websites or applications from the Platform you do so at your own risk. Any third party websites or applications are outside of our control, and we are not responsible for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or applications.

10.3 We may request additional permissions related to the settings on your mobile device, such as accessing your location or enabling push notifications in order to carry out certain actions or allow you to enjoy certain features. If you choose not to give us the necessary permissions then you may not be able to access all the features and functions of the Platform.

11. General

11.1. These Terms are not intended to give rights to anyone except you and us, unless otherwise expressly indicated by us within these Terms. We may assign our rights and obligation under these Terms without your prior consent to any new provider of the Platform.

11.2. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then the provision will be deleted. Any such deletion will not affect the validity and enforceability of any of the other provisions of these Terms.

11.3. These Terms and the relationship between you and us shall be governed by the laws of England and Wales without regard to its conflict of law provisions. You and we agree to submit to the personal and exclusive jurisdiction of the courts of England and Wales.

11.4. We may amend these Terms at any time by posting the amended terms on our Website and / or by amending the Terms as they are accessed from the Platform. It is your responsibility to review these Terms from time to time to check if they have been amended. The effective date of each new version the Terms will be included at the top of the Terms page. If you continue to use the Platform or you download any content or upgrade to a new version of the Platform after we have posted any amended terms that will demonstrate that you accept our updated Terms. Should you not accept these amendments, you may choose to stop using the Platform at any time.