

Terms & Conditions for Event Organisers

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 Event Organisers (defined below) (“you” and “your”) which apply to the Platform (the “Terms”). By accessing the Platform, creating an event organiser account with us, marketing your Events, selling 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 2016.

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” means an individual Event or Events listed on our 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.

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, 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. You are responsible and liable for ensuring that anyone using the Platform via your account log-in details complies with these Terms.

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

1.2.5. You will comply with all applicable laws.

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

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

1.2.8. 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.

1.2.9. 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.

1.2.10. 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).

1.2.11. 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.

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

1.2.13. 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.

1.2.14. You will treat Customers 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 interacting with Customers or using the service under the Platform.

2. Our relationship with you

2.1. Unless we expressly agree in writing otherwise, we act as your agent in facilitating the sale of tickets to Events. We do not purchase tickets, set ticket prices, or determine seating at Events (if applicable). We simply collect ticket money on your behalf and supply booking details to you.

2.2. Ownership of tickets and rights to grant entry to an Event remains with you, and does not pass to us at any time.

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

3. Our obligations

3.1. We will display details about you, your Events and tickets for sale for Events on the Platform, but we do not guarantee that any or all of the tickets you make available for sale will be purchased.

3.2. We retain sole and complete discretion to decide the look and feel of the Platform and the manner and length of time for which Events are publicised. 3.3. We will obtain payment from the Customer of the base value of a ticket, as set by you, and will forward the full base value of all sold tickets to you in accordance with our payment terms (see below).

3.3.1. The “base value” of a ticket is defined as:

- a) Where booking fees are not included, the face value of the ticket
- b) Where booking fees are included, the face value of the ticket minus our booking fees

3.4. We will not charge you for the service provided in accordance with these Terms, unless otherwise agreed.

3.5. Subject to the other provisions of these Terms, we will not sell tickets for more than the agreed face value.

3.6. In addition to the base value of a ticket, we typically charge the Customer a booking fee as payment for the services provided by us (although we shall be under no obligation to do so).

3.7. We retain the sole and complete discretion as to whether to charge a booking fee and the level of such fee. Unless otherwise agreed, you will not be entitled to all or any part of the booking fee.

4. Your obligations

4.1. You confirm that you are authorised to appoint us as your agent in respect of your Events and that all rights and permissions have been obtained to enable us to promote the Events.

4.2. You agree:

4.2.1. To provide accurate, complete and up-to-date information about all Events for which you make tickets available for sale via the Platform, and to maintain that information up-to-date. Such information includes but is not limited to the accurate description of an Event, Event date, opening and closing times, entry cut-off times, venue, location, dress code, age restrictions and any other relevant restrictions or conditions relating to an Event.

4.2.2. To bring to the attention of Customers any terms and conditions of entry and any additional restrictions and / or terms and conditions applicable to an Event.

4.2.3. To provide accurate price information for all tickets you make available for sale through the Platform.

4.2.4. To make available a proportion of your Event tickets for sale via the Platform, (the “Halo Allocation”) and not to sell those tickets by another method unless unsold tickets are first removed from the Halo Allocation and the Platform.

4.2.5. To carry out regular checks of Events you have created via the Platform to determine how many tickets have been sold and who is attending.

4.2.6. To ensure that competent personnel are in possession of any computer or scanning equipment and any printed lists of sold tickets at the entrance to an Event.

4.2.7. To check that all persons presenting themselves at the Event with our e-tickets (whether tickets are displayed on our mobile application, via mobile-web, PDF copy, or via another application such as Passbook) and / or reference codes or other form of ticket we have provided (“Halo Tickets”) are named on digital or printed list of attendees and to confirm their identity to your satisfaction.

4.2.8. If printed lists of attendees are being used, you will ensure that any printed lists are either updated to reflect ticket purchases made after the time of printing or that tickets cannot be purchased after such lists have been printed.

4.2.9. To grant holders of Halo Tickets speedy entry.

4.2.10. Subject to complying with your terms and conditions of entry, to permit entry to all persons with Halo Tickets (and any specified number of accompanying persons).

4.2.11. To make best efforts to accommodate late arrivals and Halo Ticket holders which have missed any specified entry cut-off time.

4.2.12. To honour our Halo Tickets and to treat them as conferring the same rights as printed tickets or any other form of booking available for the same Event.

4.2.13. Not to admit any person presenting themselves with a Halo Ticket who cannot confirm to your reasonable satisfaction that they are the ticket holder.

4.2.14. Not to admit any person who we inform you has obtained a Halo Ticket fraudulently or in contravention of our Customer Terms and Conditions.

4.2.15. To accept our payment terms (as set out below), and to provide bank details so that payment can be made to you electronically.

4.2.16. To include our ticket links in all relevant website, social media, push notification and email marketing you do for your Events unless we expressly request you not to do this.

4.2.17. To promote and advertise the availability of tickets via the Platform.

4.2.18. Not to use our name, logo, address, URL or any other details of the Platform or any details of Halo or Halo Social Ltd on illegal or unauthorised flyposting; in any other publicity activities that may be illegal or contravene local by-laws or planning restrictions; or where we ask you to not to do so.

4.2.19. That any dispute or complaint regarding the content or quality of an Event, your actions or inactions, or those of your DJs, performers, or your staff and representatives, is deemed to be between you and the Customer, and should be dealt with directly by you.

4.2.20. We may investigate any complaint made against you by a Customer and you will assist us in the handling of such complaint.

5. Tickets and sales

5.1. You may sell any number of tickets for an Event through the Platform, provided the total number does not exceed the legal capacity for the Event.

5.2. You agree not to make available through the Platform and all other methods of sale, more tickets than the legal capacity of the Event.

6. Price, payment terms and booking fees

6.1. The Platform is free to use. Unless otherwise agreed, we will not charge you any subscription or usage fees.

6.2. Tickets may be sold through the Platform free of charge or at a price determined by you. Unless otherwise stated or agreed, free tickets will not incur a booking fee.

6.3. Unless otherwise agreed with you, when you create an Event on the Platform, our default booking fee rate will automatically apply to tickets sold to the Event. Our default booking fee rate is advertised on our website and is subject to change by us, at any time. We have complete discretion as to our booking fee rates.

6.4. We will pay you the total base value of Halo Tickets sold by us on the Platform for each Event. We will pay you as soon as possible after the Event (once funds have cleared in our account) and typically within 5 (five) banking days of the Event finishing.

6.5. Where you have allowed promo codes to be used by Customers when purchasing Halo Tickets, this discount will be applied in the Platform at the point of purchase and we will pay to you the total base value of the Halo Ticket, as adjusted by the promo code, unless we have agreed with you to subsidise the difference.

6.6. We pay by standard bank transfer direct to your nominated account. This transfer is subject to standard banking conditions. It is your responsibility to give us your correct bank details and payment will not be made to you until we have received such details. We accept no liability for payments that are lost as a result of you giving us incorrect bank details.

6.7. You do not need to invoice us for the sale of Halo Tickets. We will not add VAT to, or deduct VAT from, the face value of the Tickets. Accounting for and payment of any VAT due on the sale of Halo Tickets is your obligation. We will not issue VAT receipts for the face value of Halo Tickets. If you are registered for VAT, you agree to provide a VAT receipt to Customers who request one.

6.8. The booking fee will be stated as inclusive of VAT where appropriate, and we will account for and pay any VAT due on the booking fee.

6.9. If we agree that you will receive a proportion of the booking fee from us, and you are VAT registered, you agree to issue a VAT invoice in respect of such booking fee so that we can account for this accordingly.

6.10. We will pay all payment-card processing charges incurred in the Customer transaction, and will not charge you for these unless otherwise agreed.

6.11. Payment by us is without prejudice to any claims or rights which we may have against you and shall not constitute any admission by us to the performance by you of your obligations under these Terms. Prior to making such payment, we shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against you.

7. Intellectual Property and right to use

7.1. 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.

7.2. 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.

7.3. 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.

8. Availability of services

8.1. 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.

8.2. 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.

8.3. 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.

9. Limitation of Liability

9.1. 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 Customers; and (iv) any matters beyond our reasonable control (including network failure).9.2. We expressly exclude liability for any damage, injury, harm or loss (to people or property) which may arise at an Event run by you.

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

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

9.5. 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.

9.6. 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.

9.7. 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.

9.8. 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.

10. Termination

10.1. 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.

10.2. 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.

10.3. 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.

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

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.