

# Terms of Use

## GENERAL TERMS AND CONDITIONS

THIS DOCUMENT (TOGETHER WITH THE EVENT PROMOTER TERMS AND CONDITIONS, THE PRIVACY POLICY AND ANY OTHER DOCUMENTS REFERRED TO IN IT OR ANY OF THE FORGOING DOCUMENTS) SETS OUT THE TERMS AND CONDITIONS THAT GOVERN USE OF THIS WEBSITE, <https://tickets.voxmusic.co.uk/>, BY ANY PERSON WHO VISITS OR USES IT.

On 25th May 2018, a new data privacy law known as the EU General Data Protection Regulation (or the "GDPR") becomes effective.

### 1) DEFINITIONS AND INTERPRETATION 2

In this document the following words shall have the meaning set out unless the context requires otherwise:

1.1 "Booking Fee" means the fee charged by VML and payable by the User for every Ticket sold. The Booking Fee is set as percentage of the Price of a Ticket and will be made known to the User when the User places an order for the Ticket; The booking fee is non-refundable;

1.2 "Event Date" means the date specified by an Event Promoter as being the date on which the Event shall take place;

1.3 "Event Listing" means any event which is being promoted by an Event Promoter and which the Event Promoter wishes to be so promoted on the Site;

1.4 "Event Promoter" means the third party who is either organising or promoting the Event or otherwise responsible for the Event;

1.5 "Event" means any gathering being promoted by the Event Promoter and listed as an Event Listing on the Site;

1.6 "Privacy Policy" refers to the document which sets out how VML will use information supplied by the Event Promoter and the User;

1.7 "Site" means this website, <https://tickets.voxmusic.co.uk/>;

1.8 "Terms" means these terms and conditions, the Event Promoter Terms and Conditions, the Privacy Policy and any other documents referred to in any of the forgoing documents;

1.9 "Tickets" means all electronic tickets issued by VML which may be used to gain access to an Event. Unless otherwise specified, all Tickets issued on the Site shall be electronic tickets/ "e-tickets" and shall be delivered by email to the User;

1.10 "User" means any person who visits or uses the Site;

1.11 "VML" means Vox Music Ltd trading as <https://tickets.voxmusic.co.uk/>, a company registered in England and Wales and whose registered address and registration number is as follows: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ; 11609121, its successors in title, permitted assigns and permitted transferees;

1.12 A "person" includes any person, firm, company, corporation, any association, trust or partnership (whether or not having separate legal personality) or two or more of the forgoing;

1.13 For the avoidance of doubt, any rights reserved by VML may be exercised by VML in its absolute discretion unless otherwise specified;

1.14 Headings to clauses are inserted for guidance only and shall not affect the meaning or interpretation of any part of the Terms;

1.15 In these Terms, words denoting the singular include the plural and vice versa; words importing the masculine shall include the feminine and neuter and vice versa; and

1.16 References in these Terms to clauses are references to the clauses of this Agreement shall have effect as if set out herein.

## 2) ABOUT THE SITE

2.1 The Site is owned and operated by Vox Music Limited (VML) trading as <https://tickets.voxmusic.co.uk/>, a company registered in England and Wales and whose registered address and registration number is as follows: 71 – 75 Shelton Street, Covent Garden, London, WC2H 9JQ; 11609121 ("VML").

2.2 The Site provides online box office and social networking services.

## 3) AGREEMENT

3.1 By visiting or using the Site, the User agrees to be bound by the Terms.

3.2 VML reserves the right to change the Terms at any time and in any manner it deems fit without notice to the User. VML will post any changes to the Terms on the Site. It may also, at its sole discretion, notify registered Users of any such changes via email.

3.3 Changes to the Terms will be effective from the moment the modified Terms are posted on the Site. All persons who continue to visit or use the Site once the modified Terms have been posted will be deemed to have notice of the changes.

3.4 The User will be deemed to have unconditionally accepted the modified Terms if the User continues visiting or using the Site after the modified Terms have been posted. Therefore, the User must stop visiting or using the Site if the User refuses to accept the modified Terms.

3.5 VML reserves the right to, at its absolute discretion, refuse service to any User at any time and for any reason including, but not limited to, any breach of the Terms. VML reserves the right to terminate a User's access to the site, cancel any Ticket orders, terminate any services used by the User, delete any profiles and/or take any other appropriate legal and/or technical action against that User.

## 4) USE OF THE SITE

4.1 The Site is intended for non-commercial, personal use. The User must not visit or use the Site for any other purpose except for those stated in the Terms.

4.2 Unless otherwise specified, all content and software found on the Site is the property of VML and/or any other person so designated by VML.

4.3 Any information or content given to the User by VML is done by way of a non-exclusive licence to be used for personal use only and for not other purpose.

4.4 The User is not authorised to access or retain any of the contents of the Site for any reason whatsoever save for personal use. The User shall not use any content on the Site for any purpose other than for the purposes of reviewing Events and any information related to Events, and where applicable, purchasing Tickets or other merchandise for personal use, unless otherwise specifically authorised by VML to do so.

4.5 The Site is intended for use by persons who are ordinarily resident in the United Kingdom. In using the Site, all Users agree to abide by the laws of England and Wales including but not limited to laws regarding online conduct and acceptable content. Any User not resident in the United Kingdom must comply with this clause 4.5 as well as the laws of the country where they are resident. Further any such User agrees that VML reserves the right to refuse orders from outside

the United Kingdom. Where such orders are accepted, VML reserves the right to place any restrictions it deems fit on such orders. If the Tickets under such an order are required to be delivered by post, the Tickets may be subject to import duties and taxes which are levied when they reach the specified destination. The User will be responsible for payment of any such import duties and taxes and the User must comply with all applicable laws and regulations of the country for which the Tickets are destined. VML will not be liable for any breach by the User of any such laws.

4.6 The User must not use the Site for any illegal, unlawful or otherwise unauthorised purpose including but not limited to encouraging others to engage in illegal or unlawful activities.

4.7 VML reserves the right to remove any information or content from the Site which it determines violates these Terms without notice to the User. Such information or content includes but is not limited to any information or content which it determines to be defamatory, fraudulent, libellous, obscene, threatening, unlawful, or otherwise objectionable, or infringes or violates another person's intellectual property or other proprietary rights.

4.8 The User must not use the Site to:

4.8.1 Abuse, harm, offend, threaten or violate the rights of any person or entity.

4.8.2 Publish, distribute and/ or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or racially, ethnically or otherwise objectionable material or information.

4.8.3 Submit information belonging to a third party without that third party's prior express consent.

4.8.4 Disseminate any unsolicited or unauthorized information or engage in any other form of such solicitation save as authorised by VML in writing.

4.8.5 Disseminate any information which infringes the intellectual or proprietary right of any other person.

4.8.6 Attempt to modify, change, or reverse engineer any portion of the Site, or transmit any materials that contain software viruses in any form or programs that are designed to limit or destroy the functionality of any computer hardware or software.

4.8.7 Create a false or misleading identity for the purpose of misleading others as to the User's identity or the origin of a message or otherwise collect information about other Users.

## 5) BOX OFFICE AND SOCIAL NETWORKING

5.1 The User may use the services provided on the Site from time to time in accordance with the Terms.

### 5.2 BOX OFFICE

5.2.1 The User may purchase Tickets to attend Events listed on the Site.

5.2.2 In order to purchase Tickets, the User must be:

5.2.2.1 capable of entering into legally binding contracts.

5.2.3 In addition to clause 5.2.2 above, the User must also complete the registration process on the Site. The Privacy Policy sets out information on how information supplied in this process is used.

5.2.4 The User shall be responsible for providing registration information which is true, accurate and complete. The User shall also be responsible for ensuring that this information remains true, accurate and complete at all times.

5.2.5 As part of the registration process, the User may be required to select a password and username. The User shall be responsible for keeping this password safe and secure and for all activities which occur under the chosen username.

5.2.6 VML reserves the right to refuse any registration which in any manner breaches the Terms.

5.2.7 In purchasing a Ticket to the Event, the User agrees to and accepts that:

5.2.7.1 VML is selling the Ticket on behalf of the Event Promoter. For the avoidance of doubt, VML is acting as the agent of the Event Promoter in respect of the sale of Tickets.

5.2.7.2 Any contract arising out of the sale of a Ticket shall be between the Event Promoter and the User. The User also agrees to and accepts that all Tickets may also be subject to further restrictions imposed by the Event Promoter. It shall be the User's responsibility to be aware of and comply with any such restrictions.

5.2.7.3 When a User places an order to purchase Tickets, that order shall be treated as an offer being made by that User to VML to purchase the Tickets. Once an order has been placed, the User will receive an e-mail from VML acknowledging receipt of the order.

5.2.7.4 VML reserves the right to either accept or reject the offer. Any such offer is also subject to acceptance where appropriate by the relevant Event Promoter.

5.2.7.5 VML, in its absolute discretion, may cancel, delay or reject any order which:

5.2.7.5.1 contains insufficient information needed to process the order;

5.2.7.5.2 contains information which cannot be verified by VML;

5.2.7.5.3 or is being used to perpetuate a fraud or any other unlawful activity.

5.2.7.6 An order by a User will be deemed as accepted when VML sends the User an email confirming acceptance and/or when the Tickets are sent to the User via email.

5.2.7.7 Tickets may only be purchased for personal use. The User may not purchase Tickets as part of any form of business or commercial activity and in particular, Tickets may not be resold or offered for resale by anyone whether at a premium or for any other trade purposes. Failure to comply with this clause will be treated as a breach of the Terms. VML reserves the right to cancel or seize any tickets used in any manner contrary to these Terms. Furthermore, VML will not be liable for any losses whatsoever which arise as a result of a breach of this clause.

5.2.7.8 In purchasing Tickets to an Event, the User and any person who uses the Ticket(s) agrees and consents to being photographed and/or filmed at the Event.

5.2.8 The User shall also be responsible for:

5.2.8.1 Ensuring that all Ticket details are correct both at the time when the order is placed and when the Tickets are delivered;

5.2.8.2 Any loss, theft or damage once the Tickets have been dispatched;

5.2.8.3 Determining whether an Event has been cancelled and any rescheduled dates have been set. If an Event is cancelled the User may be offered Tickets for a rescheduled date. VML shall use reasonable endeavours to inform the User of any cancellation once it receives notification of the same from the Event Promoter;

5.2.8.4 Arriving at the event on time. VML does not guarantee the User entry to the Event;

5.2.8.5 Complying with all relevant statutes and venue regulations including age restrictions and safety announcements whilst attending an Event. The venue and/or Event Promoter reserves the right to refuse admission or re-admission. In the event this occurs, the User will not be entitled to a refund;

5.2.8.7 Ordering Tickets in plenty of time to allow for delivery;

5.2.8.8 Ensuring that any email addresses provided to VML can receive emails from the VML domain. VML shall not be responsible for undelivered Tickets. It is the User's responsibility to ensure that emails from VML are not blocked by the User's Internet Service Provider.

5.2.9 Where so specified, Tickets may be sent to the User in hard copy form via post. Where this is the case, VML will endeavour to post Tickets with plenty of time for their arrival prior to the Event. However, it is the User's responsibility to order Tickets in plenty of time to allow for delivery. Otherwise, all Tickets shall be delivered electronically by email once VML has completed the Order.

5.2.10 Without prejudice to the forgoing, VML reserves the right to make the Tickets available for collection at the venue immediately prior to the Event. Where this is done, VML shall endeavour to notify the User of the same.

5.2.11 VML reserves the right to restrict the number of Tickets sold for an Event to any maximum number it deems fit using any of the following criteria but not limited to the same: per person, per credit card or per household. VML reserves the right to cancel tickets purchased in excess of this number without prior notice to User.

5.2.12 All Tickets may be printed from the order page as soon as the order is complete.

5.2.13 In order to redeem Tickets, the User must attend the Event and provide the Event Promoter with the following:

5.2.13.1 A copy of the e-ticket, showing the unique booking reference; where Tickets have been sent in accordance with clause 5.2.9, a copy of the Ticket and where clause 5.2.10 applies, a print-out of the order form; and

5.2.13.2 The credit/debit card which was used to purchase the Tickets.

5.2.14 Failure to provide the information required in clause 5.2.13 above will invalidate the Ticket.

### 5.3 PRICE

5.3.1 The price of any tickets will be as quoted on the Site from time to time.

5.3.2 These prices include VAT but exclude delivery costs, which may be added to the total amount due.

5.3.3 VML shall charge and the user shall pay a Booking Fee for each Ticket sold in addition to the price of the Ticket.

5.3.4 VML reserves the right to change prices at any time and shall notify the User of any such change. VML also reserves the right to charge other fees in relation to box office services. VML shall notify the User of any such charges before payment is taken.

5.3.5 VML reserves the right to cancel Tickets. Where appropriate, a refund may be provided.

### 5.4 REFUND POLICY

5.4.1 Tickets cannot be exchanged or refunded after purchase unless the Event is cancelled or the user is refused entry whilst adhering to the event and venue's restrictions/terms and conditions. It is your responsibility to ensure that you comply with all restrictions and terms and conditions as outlined by the event organiser and venue.

5.4.2 If an Event is cancelled, the affected User will be offered Tickets to any rescheduled Event (subject to availability) up to the face value of the Tickets (where the price for the rescheduled Event is higher than the Ticket price) or, if the User is unable to attend the rescheduled Event or the Event is not rescheduled a refund of the face value of the Ticket shall be given to the User. All requests for refunds due to an event being rescheduled must be confirmed to Vox Music Limited in

writing to [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk), no later, than the date specified in the rescheduled event notification.

5.4.2.1 If a user is refused entry whilst adhering to the event and venue's restrictions/terms and conditions, then they must email [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk), by 5pm on the next working day to request a refund. **Requests received after the deadline will not be considered.**

5.4.3 The Event Promoter reserves the right to alter or vary the Event and the User shall inform Vox Music Ltd in writing to VML at [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk) if they wish to refund or exchange their tickets as a result of these alterations/variations except in the circumstances outlined in this clause.

5.4.4 Requests for refunds made directly to the event organiser/venue will not be investigated or honoured by Vox Music Ltd. Only refund requests made in writing to [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk) as outlined in Clause 5.4.2 and 5.4.3 will be investigated by Vox Music Ltd.

## 5.5 SOCIAL NETWORKING

5.5.1 The social networking service provided by VML on the Site shall consist of but shall not be limited to providing registered Users with the opportunity to:

5.5.5.1 Review and comment on past, present and upcoming Events.

5.5.5.2 View photographs of past Events.

5.5.5.3 Share information concerning past, present and future Events including but not limited to photographs, audio and video files.

5.5.2 The User shall be solely responsible for any information it submits to be posted on the Site and VML reserves the right to remove any information posted by Users which, in its absolute discretion, constitutes a breach of the Terms.

5.5.3 VML does not claim any proprietary rights whatsoever in any information whatsoever posted on the Site by the User. However, the User warrants it possesses all proprietary rights or consents needed to use this information in this manner and further holds harmless and promises to indemnify VML against any action howsoever arising in relation to information posted by that User.

5.5.4 The User also grants VML all consents necessary to modify any information posted on the Site in order to ensure that the quality of the Site is maintained including any future promotions.

## 6) RISK AND OWNERSHIP

6.1 Where Tickets are sent by post, those Tickets shall be at the User's risk from the time of dispatch from VML.

6.2 Otherwise, Tickets shall be at the User's risk from the time the order is completed.

6.3 Ownership of tickets will only pass to the User when VML receives full payment of all sums due in respect of the tickets, including delivery charges where applicable.

6.4 Posted Tickets may be sent by standard 1st Class or Recorded First Class. The user is aware and accepts that these delivery methods are not insured against loss or non-delivery. If the User so requests, VML may, at the User's cost, arrange for Tickets to be sent by Special Delivery. If a ticket is non-replaceable and the User needs to claim for non-delivery or loss, the User may contact Royal Mail customer services.

## 7) LIABILITY

7.1 Liability for any losses suffered as a result of breach of contract on the part of VML is limited to the purchase price of the Ticket in question.

7.2 Clause 7.1 above shall not apply in respect of:

7.2.1 death or personal injury caused by VML's negligence;

7.2.2 section 2(3) of the Consumer Protection Act 1987;

7.2.3 fraud or fraudulent misrepresentation; or

7.2.4 any matter for which it would be illegal to exclude or attempt to exclude liability.

7.3 VML shall not be liable for any losses where an event is cancelled by the Event Promoter or any other third party.

## 8) NOTICES AND WRITTEN COMMUNICATION

8.1 The User accepts that communication with VML will be predominately electronic and that VML will contact the User by e-mail or provide information by posting notices on the Site. The User hereby agrees that all information communicated by VML to the User, including but not limited to contracts, shall comply with any legal requirement that such communications be in writing. For the avoidance of doubt the forgoing shall apply in respect of any laws require that some of the information VML sends to the User should be in writing.

8.2 Any communication to be given to VML in connection with the matters contemplated by the Terms shall be given to Vox Music Limited at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. Without prejudice to the forgoing and for the avoidance of doubt, VML does not accept electronic service of any legal documents. Any communication to be given to the User by VML shall either be by way of the e-mail address or the postal address provided to the Site.

8.3 The User shall be deemed to have received and been properly served with the communication immediately once it is posted on the Site, 24 hours after an e-mail is sent, or three days after the letter has been posted. In proving the service of any notice, it will be sufficient to show, in the case of a letter, that delivery by hand was made or that the envelope containing the communication was properly addressed and posted in a pre-paid envelope and, in the case of an e-mail that said e-mail was sent to the specified e-mail address of the addressee.

## 9) TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 The Terms represent the agreement between VML and the User and is binding on both parties and on their respective successors and assigns.

9.2 VML may at any time, without the consent of the User, assign or transfer the whole or any part of its rights under the Terms to any person.

9.3 The User may not assign any of its rights or transfer any of its obligations under the Terms or enter into any transaction which would result in any of these rights or obligations passing to another person without obtaining the prior written consent of VML.

## 10) FORCE MAJEURE

10.1 VML will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Terms that is caused by events outside its reasonable control (Force Majeure Event).

10.2 A Force Majeure Event means Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of any government or authority, fire, explosion, flood, fog, power failure, epidemics, pandemics, national industrial disputes and any other circumstance whatsoever beyond the reasonable control of VML.

10.3 Performance by VML under any contract shall be suspended for the period that the Force Majeure Event exists, and VML will have an extension of time for performance for the duration of that period.

## 11) WAIVER

11.1 No delay or omission on the part of VML in exercising any right or remedy under the Terms shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single

partial or defective exercise by VML of any such right or remedy preclude any other or further exercise under the Terms of that or any other right or remedy.

11.2 Without prejudice to clause 11.1 above, a waiver by VML of any default shall not constitute a waiver of any subsequent default.

11.3 No waiver by VML of any of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to the Event Promoter in writing in accordance with clause 8 above.

## 12) SEVERABILITY

12.1 Each of the provisions of the Terms is severable. If any of the provisions of the Terms are determined by any competent authority to be illegal, invalid, unlawful or unenforceable in any respect under the law of England and Wales, such provision will to that extent be severed from the remaining provisions and the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement as appropriate, shall not in any way be affected or impaired thereby.

## 13) ENTIRE AGREEMENT

13.1 These Terms represent the entire agreement between VML and the User in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between VML and the User, whether oral or in writing.

13.2 VML and the User each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between them prior to such Contract except as expressly stated in the Terms.

13.3 VML intends to rely upon these Terms in relation to the subject matter of any contract. While VML accepts responsibility for statements and representations made by its duly authorised agents, it is the User's responsibility to ask for any variations from the Terms to be confirmed in writing.

## 14) DISCLAIMER

14.1 VML disclaims the following in relation to the Site:

14.1.1 That it will be uninterrupted, error-free or secure;

14.1.2 That it will meet your requirements;

14.1.3 That all errors and/or defects will be corrected;

14.1.4 That it will always be available and free of viruses or other harmful components;

14.1.5 That any results you obtain from using or visiting the Site will be correct, accurate or otherwise reliable.

14.2 To the extent that is permissible by law, the User agrees that using or visiting the Site is entirely at the User's risk and VML cannot be held liable for any losses howsoever arising in connection with the use of the Site.

14.3 The Site and all information contained in it are delivered on an "As-Is" and "As-Available" basis.

14.4 VML disclaims all warranties whether express or implied and shall not be liable for any damages of any kind arising from use of the Site.

14.5 VML disclaims all liability for the acts or omissions of any third party related to their use of the Site including all Event Promoters, venues, performers or other third party referenced on the Site. The User may report misconduct of other Users to VML at [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk).

14.6 VML may at its sole discretion investigate any such complaint but shall not be obliged to do so.

14.7 The Site may contain links to other external websites. VML does not give any undertaking that products or services purchased from those websites linked to the Site will be of satisfactory quality, and any such warranties are disclaimed absolutely. This does not affect the User's statutory rights against any such websites.

## 15) LAW AND JURISDICTION

15.1 The Terms shall be governed by English law and VML and the User agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes which may arise in relation to the Terms.

15.2 Contracts for the purchase of Tickets through the Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

# EVENT PROMOTER TERMS AND CONDITIONS

THIS DOCUMENT (TOGETHER WITH THE GENERAL TERMS AND CONDITIONS, THE PRIVACY POLICY AND ANY OTHER DOCUMENTS REFERRED TO IN IT OR ANY OF THE FORGOING DOCUMENTS) SETS OUT THE TERMS AND CONDITIONS THAT GOVERN USE OF THIS WEBSITE, <https://tickets.voxmusic.co.uk> BY ANY PERSON WHO WISHES TO USE THE SITE FOR THE PURPOSE OF PROMOTING AN EVENT, SELLING TICKETS TO AN EVENT, TRACKING TICKET SALES FOR AN EVENT OR SOCIAL NETWORKING.

In accordance with changes to the Law, new General Data Protection Regulation, which started on 25 May 2018, all customers will now have to consent to specific information being shared with Event Organisers.

## 1) DEFINITIONS AND INTERPRETATION

In this document the following words shall have the meaning set out unless the context requires otherwise:

1.1 "Booking Fee" means the fee charged by VML and payable by the User for every Ticket sold. The Booking Fee is set as percentage of the Price of a Ticket and will be made known to the User when the User places an order for the Ticket;

1.2 "Event Date" means the date specified by an Event Promoter as being the date on which the Event shall take place;

1.3 "Event Listing" means any event which is being promoted by an Event Promoter and which the Event Promoter wishes to be so promoted on the Site;

1.4 "Event Promoter" means the third party who is either organising or promoting the Event or otherwise responsible for the Event and contracting with VML for the Event to be promoted through the Site;

1.5 "Event" means any gathering being promoted by the Event Promoter and listed as an Event Listing on the Site;

1.6 "Fees" means any amount of money charged by VML and payable by the Event Promoter in accordance with the Terms;

1.7 "Privacy Policy" refers to the document which sets out how VML will use information supplied by the Event Promoter and the User;

1.8 "Site" means this website, <https://tickets.voxmusic.co.uk>;

1.9 "Terms" means these terms and conditions, the General Terms and Conditions, the Privacy Policy and any other documents referred to in any of the forgoing documents;

1.10 "Tickets" means all electronic tickets issued by VML which may be used to gain access to an Event. Unless otherwise specified, all Tickets issued on the Site shall be electronic tickets/ "e-tickets" and shall be delivered by email to the User;

1.11 "User" means any person who visits or uses the Site;

1.12 "VML" means Vox Music Limited trading as <https://tickets.voxmusic.co.uk>, a company registered in England and Wales and whose registered address and registration number is as follows: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ; 11609121, its successors in title, permitted assigns and permitted transferees;

1.13 A "person" includes any person, firm, company, corporation, any association, trust or partnership (whether or not having separate legal personality) or two or more of the forgoing;

1.14 For the avoidance of doubt, any rights reserved by VML may be exercised by VML in its absolute discretion unless otherwise specified;

1.15 Headings to clauses are inserted for guidance only and shall not affect the meaning or interpretation of any part of the Terms;

1.16 In these Terms, words denoting the singular include the plural and vice versa; words importing the masculine shall include the feminine and neuter and vice versa; and

1.17 References in these Terms to clauses are references to the clauses of this Agreement shall have effect as if set out herein.

## 2) ABOUT THE SITE

2.1 The Site is owned and operated by Vox Music Limited (VML) trading as <https://tickets.voxmusic.co.uk> a company registered in England and Wales and whose registered address and registration number is as follows: 75 – 75 Shelton Street, Covent Garden, London, WC2H 9JQ; 11609121 ("VML").

2.2 The Site provides the Event Promoter with an online box office together with the tools capable of promoting Events and tracking Ticket sales for Events as well as social networking services.

## 3) AGREEMENT

3.1 By completing the registration form on the Site, the Event Promoter agrees to be bound by the Terms.

3.2 VML reserves the right to change the Terms at any time and in any manner it deems fit without notice to the Event Promoter. VML will post any changes to the Terms on the Site. It may also, at its sole discretion, notify Event Promoters of any such changes via email.

3.3 Changes to the Terms will be effective from the moment the modified Terms are posted on the Site. All Event Promoters who continue to visit or use the Site once the modified Terms have been posted will be deemed to have notice of the changes.

3.4 The Event Promoter will be deemed to have unconditionally accepted the modified Terms if the Event Promoter continues visiting or using the Site after the modified Terms have been posted. Therefore, the Event Promoter must stop visiting or using the Site if the Event Promoter refuses to accept the modified Terms.

3.5 VML reserves the right to, at its absolute discretion, refuse service to any Event Promoter at any time and for any reason including, but not limited to, any breach of the Terms. VML reserves the right to terminate an Event Promoter's access to the site, cancel any Ticket orders, terminate any services used by the Event Promoter, delete any profiles and/or take any other appropriate legal and/or technical action against that Event Promoter.

#### 4) USE OF THE SITE

4.1 The Event Promoter must not visit or use the Site for any other purpose except for those stated in the Terms.

4.2 Unless otherwise specified, all content and software found on the Site is the property of VML and/or any other person so designated by VML.

4.3 Any information or content given to the Event Promoter by VML is done by way of a non-exclusive licence to be used for the Event Promoter to use to promote the Event on the Site and for no other purpose.

4.4 The Event Promoter is not authorised to access or retain any of the contents of the Site for any reason whatsoever save for the purpose as stated in the Terms. The Event Promoter shall not use any content on the Site for any purpose other than for the purposes of reviewing Events and any information related to Events, and where applicable, monitoring Ticket or merchandise sales, unless otherwise specifically authorised by VML to do so.

4.5 The Site is intended for use by persons who are ordinarily resident in the United Kingdom. In using the Site, all Event Promoters agree to abide by the laws of England and Wales including but not limited to laws regarding online conduct and acceptable content. Any Event Promoter not resident in the United Kingdom must comply with this clause 4.5 as well as the laws of the country where they are resident. Further any such Event Promoter agrees that VML reserves the right to refuse orders from outside the United Kingdom. Where such orders are accepted, VML reserves the right to place any restrictions it deems fit on such orders.

4.6 The Event Promoter must not use the Site for any illegal, unlawful or otherwise unauthorised purpose including but not limited to encouraging others to engage in illegal or unlawful activities.

4.7 VML reserves the right to remove any information or content from the Site which it determines violates these Terms without notice to the Event Promoter. Such information or content includes but is not limited to any information or content which it determines to be defamatory, fraudulent, libellous, obscene, threatening, unlawful, or otherwise objectionable, or infringes or violates another person's intellectual property or other proprietary rights.

4.8 The Event Promoter must not use the Site to:

4.8.1 Abuse, harm, offend, threaten or violate the rights of any person or entity.

4.8.2 Publish, distribute and/ or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or racially, ethnically or otherwise objectionable material or information.

4.8.3 Submit information belonging to a third party without that third party's prior express consent.

4.8.4 Disseminate any unsolicited or unauthorized information or engage in any other form of solicitation save as authorised by VML in writing.

4.8.5 Disseminate any information which infringes the intellectual or proprietary right of any other person.

4.8.6 Attempt to modify, change, or reverse engineer any portion of the Site, or transmit any materials that contain software viruses in any form or programs that are designed to limit or destroy the functionality of any computer hardware or software.

4.8.7 Create a false or misleading identity for the purpose of misleading others as to the Event Promoter's identity or the origin of a message or otherwise collect information about other Users.

#### 5) BOX OFFICE AND SOCIAL NETWORKING

5.1 The Event Promoter may use the services provided on the Site from time to time in accordance with the Terms.

## 5.2 BOX OFFICE

5.2.1 The Event Promoter may advertise, promote and sell Tickets to Events listed on the Site.

5.2.2 In order to take advantage of clause 5.2.1 above, the Event Promoter must be:

5.2.2.1 at least 18 years of age as at the date of registration or where the Event Promoter is a body corporate, partnership or trust, the Event Promoter must be properly incorporated and/or constituted; and

5.2.2.2 capable of entering into legally binding contracts.

5.2.3 In addition to clause 5.2.2 above, the Event Promoter must also complete the registration process on the Site. The Privacy Policy sets out information on how information supplied in this process is used.

5.2.4 The Event Promoter shall be responsible for providing registration information which is true, accurate and complete. The Event Promoter shall also be responsible for ensuring that this information remains true, accurate and complete at all times.

5.2.5 As part of the registration process, the Event Promoter will be required to select a password and username. The Event Promoter shall be responsible for keeping this password safe and secure and for all activities which occur under the username.

5.2.6 VML reserves the right to refuse any registration which in any manner breaches the Terms.

5.2.7 In taking advantage of the services provided by the Site, the Event Promoter agrees to and accepts that:

5.2.7.1 VML is acting as the agent of the Event Promoter in respect of the sale of Tickets.

5.2.7.2 Any contract arising out of the sale of a Ticket shall be between the Event Promoter and the User.

5.2.7.3 It is the Event Promoter's responsibility to provide VML with a copy of any restrictions applicable to the Event if any.

5.2.7.4 When an Event Promoter submits an Event Listing to VML, that Event Listing shall be treated as an offer being made by that Event Promoter to VML to take advantage of the services provided by VML in relation to the Event in question.

5.2.7.5 VML reserves the right to either accept or reject the Event Listing.

5.2.7.6 In addition to clause 5.2.7.5 above, VML, in its absolute discretion, may cancel, delay or reject any Event Listing which:

5.2.7.6.1 contains insufficient information needed to process the Event Listing;

5.2.7.6.2 contains information which cannot be verified by VML; or

5.2.7.6.3 is being used to perpetuate a fraud or any other unlawful activity.

5.2.7.7 An Event Listing by an Event Promoter will be deemed as accepted when VML sends the Event Promoter an email confirming acceptance.

5.2.7.8 VML shall prepare a ticket sales account in relation to the Event and any other Events the Event Promoter may have with VML at any given time (the "Dashboard"). The Dashboard will allow the Event Promoter to among other things monitor sales and promote the Event on the Site.

5.2.7.9 In addition to preparing the Dashboard, VML shall also send out a newsletter to targeted registered Users with details of the Event.

5.2.7.10 Unless otherwise specified, the Tickets shall be in electronic form ("e-tickets"). The Event Promoter shall be responsible for ensuring that all Tickets sold via the Site are honoured at the

Event. Furthermore, VML will not be liable for any losses whatsoever which arise as a result of a breach of this clause.

5.2.7.11 Fees will be payable by the Event Promoter where the Event Promoter wishes to take advantage of the VML Email Distribution and Advertising services as well as any other services not included in the service outlined above.

5.2.7.12 Email Distribution describes the service whereby VML sends email marketing message ("Message") approved in advance by the Event Promoter to its list of opt-in subscribers. It is the responsibility of the Event Promoter to confirm the draft Message in time for VML to distribute the Message. VML will use all reasonable endeavours to send the Message at the time requested by the Event Promoter. However, VML will not be held responsible for any delays not within its reasonable control.

5.2.7.13 The Message must not contain any software or information capable of being used for the purpose of tracking exposure and/or receipt of messages.

5.2.7.14 VML will not consent to any Advertising which, in its absolute discretion, contains inappropriate artwork from the Event Promoter. An Event Promoter shall not be entitled to a refund of any Fees incurred in relation to the Advertising and/or Email Distribution where that Event Promoter fails to meet the VML requirements in relations to Advertising by the deadline for submission of the same.

5.2.7.15 The Message and/or Advertising must not contain logos, links or references to websites which VML may in its absolute discretion, determine are competitors.

5.2.7.16 The Event Promoter is associated with the Event, has the right and authority to advertise and promote the Event and in relation to the number of Tickets allocated for sale by VML, the Event Promoter warrants that the number of Tickets allocated to VML for sale corresponds with the number of places available at the Event.

5.2.7.17 VML may take steps to verify the authenticity and accuracy of information provided by an Event Promoter from time to time. However, VML cannot and does not confirm the purported identity of Users or the validity of information posted on the Site by Users.

5.2.8 The Event Promoter shall also be responsible for:

5.2.8.1 Ensuring that all details pertaining to the Event are correct both at the time when the Event Listing is submitted to VML and when the same is published by VML on the Site;

5.2.8.2 Ensuring that the venue where the Event is being held has all the relevant information regarding the Tickets including any promotions or concessions being granted through the Site;

5.2.8.3 Determining whether an Event has been cancelled and any rescheduled dates have been set;

5.2.8.4 Using the Site in order to maximise promotion and Ticket sales. VML will not be responsible for any losses suffered as a result of the Event Promoter's failure to use the Site correctly. VML will offer full technical support as required by the Event Promoter during normal working hours;

5.2.8.5 Complying with all relevant legislation and venue rules and regulations including age restrictions and safety announcements whilst organising or promoting the Event;

5.2.8.7 Ensuring the Event is a real event within the United Kingdom; is listed only once on the Site; does not contain incorrect spelling and grammar; does not use uppercase letters or unnecessary punctuation to draw attention to the Event Listing; ensuring the Event Listing contains correct and true information at the time entered and for the duration of its listing on the Site; and ensuring the Event Listing is not be a reposting of unsuitable listings;

5.2.8.8 Ensuring that any email addresses provided to VML can receive emails from the VML domain. It is the Event Promoter's responsibility to ensure that emails from VML are not blocked by the Event Promoter's Internet Service Provider.

5.2.8.9 Ensuring that any information provided by VML in relation to the Users is used only in accordance with the Terms and the Privacy Policy. For the avoidance of doubt, the Event promoter shall not use any information about the User provided to it by VML for any other reason save for that stipulated by VML and in accordance with the terms and the Privacy Policy.

5.2.9 The Event Promoter must update the Listing within 48 hours of an Event being cancelled or re-scheduled.

5.2.10 Certain Event Listings are eligible, at VML's discretion, for increased promotion throughout the Site on the payment of a Fee for the same which will be determined by VML from time to time. The Fee must be paid in advance of the Event Listing going live.

5.2.11 The Event Promoter agrees to have the Event Listing appear on other websites selected by VML from time to time. VML will advise the Event Promoter in writing with details of the external sites chosen to promote the Event. VML shall have at least one working day to set up the Event Listing on external sites.

5.2.12 The Event Promoter agrees and accepts that external sites may have different page formats and as a result it may not be possible to include all the information submitted to VML.

5.2.13 The content of external sites may change from time to time without notice. No refunds can be issued in the event that VML can no longer publish Events on external sites that were listed at the time when the Event Listing was submitted.

5.2.14 VML has no control whatsoever over the level of service, quality, accuracy and downtime of external websites and accepts no liability howsoever arising for any damage or loss that may arise as a result of an Event being listed on external websites.

### 5.3 PRICE

5.3.1 In consideration of the services provided by VML to the Event Promoter, the latter authorises VML to charge the Booking Fee and promises to pay those Fees incurred from time to time.

5.3.2 VML will not charge the Event Promoter for the Event Listing but may charge for any additional services utilised by the Event Promoter and described in these Terms.

5.3.3 An Event Listing will be turned live within one working day of receipt of payment of any Fees due.

5.3.4 VML reserves the right to keep all proceeds of sale received from Ticket sales until 7 days after the Event or however long it takes for VML to satisfy itself that the Event has taken place and that all necessary identity/fraud checks have been carried out. Following this, VML shall forward all to the Event Promoter proceeds less the Booking Fee, any refunds and any other outstanding Fees payable to VML.

### 5.4 REFUND POLICY

5.4.1 Without prejudice to clause 5.3.4 above, the following shall apply in relation to Tickets sold for the Event:

5.4.1.1 Tickets cannot be exchanged or refunded after purchase unless the Event is cancelled.

5.4.1.2 If an Event is cancelled, the affected User will be offered Tickets to any rescheduled Event (subject to availability) up to the face value and booking fee of the Tickets (where the price for the rescheduled Event is higher than the Ticket price) or, if the User is unable to attend the rescheduled Event or the Event is not rescheduled a refund of the face value of the Ticket shall be given to the User.

5.4.2 The following shall apply in relation to services rendered by VML to the Event Promoter:

5.4.2.1 Once an Event Listing has gone live on the Site, VML shall be deemed as having delivered the services in accordance with these Terms.

5.4.2.2 Any refunds shall be at the sole discretion of VML.

5.4.2.3 Without prejudice to clause 5.4.2, no refunds shall be given in respect of:

5.4.2.3.1 Temporary or permanent loss of service howsoever arising, including but not limited to a loss of service due to the Site being unavailable for whatever reason;

5.4.2.3.2 Deletion of an Event Listing by VML as a result of breach of these Terms by the Event Promoter.

5.4.3 Any requests for refunds covered by this clause 5.4 should be made in writing to VML at [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk)

5.5.1 The social networking service provided by VML on the Site shall consist of but shall not be limited to providing registered Event Promoters with the opportunity to:

5.5.5.1 Review and comment on past, present and upcoming Events.

5.5.5.2 View photographs of past Events.

5.5.5.3 Share information concerning past, present and future Events including but not limited to photographs, audio and video files.

5.5.2 The Event Promoter shall be solely responsible for any information it submits to be posted on the Site and VML reserves the right to remove any information posted by Event Promoters which, in its absolute discretion, constitutes a breach of the Terms.

5.5.3 VML does not claim any proprietary rights whatsoever in any information posted on the Site by the Event Promoter. However, the Event Promoter warrants it possesses all proprietary rights or consents needed to use this information in this manner and further holds harmless and promises to indemnify VML against any action howsoever arising in relation to information posted by that Event Promoter.

5.5.4 In addition to clause 5.5.3 above, the Event Promoter also grants VML a non-exclusive license to use, modify or reproduce and distribute any information posted on the Site by the Event Promoter in order to ensure that the quality of the Site is maintained including any future promotions.

## 6) CROSS PROMOTION

6.1 Where the Event Promoter utilises any other medium to promote the Event other than the Site, the Event Promoter agrees to include the name, logo and address of the Site on any such medium used to promote the Event.

6.2 The Event Promoter shall be responsible for ensuring that all cross promotion, as defined in clause 6.1 above, is lawful and shall indemnify VML against any and all claims, costs or losses actually resulting from or arising in connection with any form of cross promotion whatsoever used in promoting the Event where the Site is used in said cross promotion.

## 7) LIABILITY

7.1 Liability for any losses suffered as a result of breach of contract on the part of VML is limited to either the sums paid by the Event Promoter under the Terms or such sum as shall be receivable by VML in respect of any claim under any insurance policy effected by VML from time to time whichever is greater.

7.2 Clause 7.1 above shall not apply in respect of:

7.2.1 death or personal injury caused by VML's negligence;

7.2.2 section 2(3) of the Consumer Protection Act 1987;

7.2.3 fraud or fraudulent misrepresentation; or

7.2.4 any matter for which it would be illegal to exclude, or attempt to exclude liability.

7.3 VML shall not be liable for any losses where an event is cancelled by the Event Promoter or any other third party.

## 8) NOTICES AND WRITTEN COMMUNICATION

8.1 The Event Promoter accepts that communication with VML will be predominately electronic and that VML will contact the Event Promoter by e-mail or provide information by posting notices on the Site. The Event Promoter hereby agrees that all information communicated by VML to the Event Promoter, including but not limited to contracts, shall comply with any legal requirement that such communications be in writing. For the avoidance of doubt the forgoing shall apply in respect of any laws require that some of the information VML sends to the Event Promoter should be in writing.

8.2 Any communication to be given to VML in connection with the matters contemplated by the Terms shall be given to VML at 71 – 75 Shelton Street, Covent Garden, London, WC2H 9JQ. Without prejudice to the forgoing and for the avoidance of doubt, VML does not accept electronic service of any legal documents. Any communication to be given to the Event Promoter by VML shall either be by way of the e-mail address or the postal address provided to the Site.

8.3 The Event Promoter shall be deemed to have received and been properly served with the communication immediately once it is posted on the Site, 24 hours after an e-mail is sent, or three days after the letter has been posted. In proving the service of any notice, it will be sufficient to show, in the case of a letter, that delivery by hand was made or that the envelope containing the communication was properly addressed and posted in a pre-paid envelope and, in the case of an e-mail that said e-mail was sent to the specified e-mail address of the addressee.

## 9) PRIVACY OBLIGATIONS

9.1 The Event Promoter agrees to ensure that all marketing material using data obtained from VML is GDPR compliant and clearly shows unsubscribe options for all users.

9.2 The Event Promoter accepts that they must inform all users of their privacy policy and is responsible for all matters relating to their marketing activities external to the VML site.

## 9) TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 The Terms represent the agreement between VML and the Event Promoter and is binding on both parties and on their respective successors and assigns.

9.2 VML may at any time, without the consent of the Event promoter, assign or transfer the whole or any part of its rights under the Terms to any person.

9.3 The Event Promoter may not assign any of its rights or transfer any of its obligations under the Terms or enter into any transaction which would result in any of these rights or obligations passing to another person without obtaining the prior written consent of VML.

## 10) FORCE MAJEURE

10.1 VML will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Terms that is caused by events outside its reasonable control (Force Majeure Event).

10.2 A Force Majeure Event means Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of any government or authority, fire, explosion, flood, fog, power failure, epidemic, pandemic, national industrial disputes and any other circumstance whatsoever beyond the reasonable control of VML.

10.3 Performance by VML under any contract shall be suspended for the period that the Force Majeure Event exists, and VML will have an extension of time for performance for the duration of that period.

#### 11) WAIVER

11.1 No delay or omission on the part of VML in exercising any right or remedy under the Terms shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise by VML of any such right or remedy preclude any other or further exercise under the Terms of that or any other right or remedy.

11.2 Without prejudice to clause 11.1 above, a waiver by VML of any default shall not constitute a waiver of any subsequent default.

11.3 No waiver by VML of any of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to the Event Promoter in writing in accordance with clause 8 above.

#### 12) SEVERABILITY

12.1 Each of the provisions of the Terms is severable. If any of the provisions of the Terms are determined by any competent authority to be illegal, invalid, unlawful or unenforceable in any respect under the law of England and Wales, such provision will to that extent be severed from the remaining provisions and the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement as appropriate, shall not in any way be affected or impaired thereby

#### 13) ENTIRE AGREEMENT

13.1 These Terms represent the entire agreement between VML and the Event Promoter in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between VML and the Event Promoter, whether oral or in writing.

13.2 VML and the Event Promoter each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between them prior to such Contract except as expressly stated in the Terms.

13.3 VML intends to rely upon these Terms in relation to the subject matter of any contract. While VML accepts responsibility for statements and representations made by its duly authorised agents, it is the Event Promoter's responsibility to ask for any variations from the Terms to be confirmed in writing.

#### 14) DISCLAIMER

14.1 VML disclaims the following in relation to the Site:

14.1.1 That it will be uninterrupted, error-free or secure;

14.1.2 That it will meet your requirements;

14.1.3 That all errors and/or defects will be corrected;

14.1.4 That it will always be available and free of viruses or other harmful components;

14.1.5 That any results you obtain from using or visiting the Site will be correct, accurate or otherwise reliable.

14.2 To the extent that is permissible by law, the Event Promoter agrees that using or visiting the Site is entirely at the Event Promoter's risk and VML cannot be held liable for any losses howsoever arising in connection with the use of the Site.

14.3 The Site and all information contained in it are delivered on an "As-Is" and "As-Available" basis.

14.3 VML disclaims all warranties whether express or implied and shall not be liable for any damages of any kind arising from use of the Site.

14.4 VML disclaims all liability for the acts or omissions of any third party related to their use of the Site including all Event Promoters, venues, performers or other third party referenced on the Site. The Event Promoter may report misconduct of other Event Promoters and/or Users to VML at [info@voxmusic.co.uk](mailto:info@voxmusic.co.uk).

14.5 VML may at its sole discretion investigate any such complaint but shall not be obliged to do so.

14.6 The Site may contain links to other external websites. VML does not give any undertaking that products or services purchased from those websites linked to the Site will be of satisfactory quality, and any such warranties are disclaimed absolutely. This does not affect the Event Promoter's statutory rights against any such websites.

## 15) LAW AND JURISDICTION

15.1 The Terms shall be governed by English law and VML and the Event Promoter agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes which may arise in relation to the Terms.

15.2 Contracts for Event Listing through the Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.