

Terms and Conditions for the sale of tickets through Client Console:

1. The Supplier appoints SEE as its agent to promote and sell Tickets on the terms of this Agreement and SEE accepts such appointment on the Commercial Terms below and the terms and conditions set out in the Schedule.
2. The parties agree that these terms shall, unless otherwise agreed in writing, apply as between the parties to the sale of any Tickets by SEE on behalf of the Supplier during the Term, to the exclusion of any other terms and conditions (including those of the Supplier). In the event of any inconsistency between the Schedule to this Agreement and the Commercial Terms, the Commercial Terms shall prevail.
3. This Agreement shall come into effect on the Commencement Date and, subject to earlier termination pursuant to clause 10 of the Schedule, shall continue either until the Expiry Date, or if no Expiry date is specified shall continue indefinitely until terminated.

Commercial Terms

Commencement Date	Wednesday 7th June 2023	
Expiry Date	Rolling	
Service Fee	Face Value	Service Fee
	£0.00	£0.00 (no charge to customer)
	£0.01 - £2.50	£0.25
	£2.51 - £25.00	10.00%
	£25.01 - £40.00	8.00%
	£40.01 - £60.00	7.00%
	£60.01 +	6.00%
Transaction Fee	Delivery method	Charge per transaction
	Box Office Collection	£0.00
	Group Email	£0.00
	Secure Post	£6.50
	E-Ticket	£0.00
	Standard Delivery	£2.75
Ticket Printing	As required	
Ticket Printing Fee	£0 (per Ticket plus VAT) – Minimum order value £0	
Special conditions	The Supplier will be responsible for any applicable taxes in their country of residence	

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms have the following meanings:

- **"Agreement"** means this Agreement, including the Commercial Terms and this Schedule, as amended in accordance with its terms from time to time;
- **"Applicable Laws"** means all regional, national and international laws, regulations and standards applying to the person or circumstance in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including those attributable to self-regulation, as amended from time to time;
- **"Booking Fee"** means the amount set out in the Commercial Terms which SEE is entitled to charge in respect sale of the Ticket to the Customer [which shall be inclusive of any applicable VAT];
- **"Booking Information"** means SEE's telephone bookings number and website address as advised to the Supplier from time to time;
- **"Chargeback"** means a card transaction which is returned to SEE by the company which processes debit and credit card transactions on SEE's behalf;
- **"Commencement Date"** means the date specified in the Commercial Terms save that if no date is specified in the Commercial Terms it shall mean the latest date on which either party signed this Agreement;
- **"Customer"** means any person to whom a Ticket is sold by SEE on behalf of the Supplier pursuant to this Agreement;
- **"Data Controller"** has the meaning given to it in the Data Protection Act 1998;
- **"Expiry Date"** means the date (if any) specified in the Commercial Terms;
- **"Event"** means any performance, production or other event promoted or produced by the Supplier for which the parties agree that SEE shall make Tickets available for sale to the public during the Term;
- **"Intellectual Property Rights"** means all patents, trade marks, service marks, domain names, logos, devices, design rights, copyright, database rights, know-how, trade secrets and other confidential information, trade or business names and other similar rights whether registerable or not subsisting in any part of the world;
- **"Personal Data"** has the meaning given to it in the Data Protection Act 1998;
- **"RPI"** means the Retail Price Index in the United Kingdom published by the Office of National Statistics, or any official index replacing it;
- **"SEE's Booking Terms"** means the terms and conditions which SEE issues to Customers in connection with the sale of tickets;
- **"Supplementary Charges"** means any charges or levies set out in the Commercial Terms, or which are otherwise agreed by the parties in writing from time to time, in respect of an Event that SEE has agreed to collect on behalf of the Supplier;
- **"Term"** means the term of this Agreement;
- **"Ticket"** means a ticket or voucher or any similar instrument or right evidencing entitlement of admission to an Event or the right to any service or merchandise;
- **"Ticket Price"** means the price informed in writing by the Supplier to SEE for the relevant Event from time to time (plus any applicable VAT) but, for the avoidance of doubt, excluding any Booking Fee, Transaction Fee, Ticket Printing Fee or any applicable Supplementary Charge;
- **"Ticket Printing Fee"** means the fee specified in the Commercial Terms (plus any applicable VAT) per Ticket;
- **"Ticket Receipts"** means the monies received by SEE from Customers for Tickets sold in respect of the relevant Event(s), less any Chargebacks (and excluding any monies subsequently refunded to Customers);
- **"Transaction Fees"** means the charges set out in the Commercial Terms, in respect of the costs incurred by SEE in delivering (including the associated administration) the Tickets to Customers which shall be inclusive of applicable VAT; and
- **"VAT"** means value added tax chargeable pursuant to Council Directive 2006/112/EC and any similar replacement or additional tax.

1.2 In this Agreement, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

FEES AND CHARGES

2.1 In respect of the sale of Tickets to a Customer SEE may charge, in addition to the Ticket Price, the following:

- a. the Booking Fee; and
- b. the Transaction Fee

which amounts shall belong to absolutely to SEE without prejudice to any separate written agreement between the parties under which amounts that are the property of SEE (including without limitation the amounts referred to above) may be paid to the Promoter by way of rebates or otherwise.

2.2 If requested by the Supplier, SEE will on behalf of the Supplier charge the Customer the Supplementary Charges applicable to the relevant Event. All such Supplementary Charges shall be duly remitted by SEE after the completion of an Event or series of related Events in accordance with the Supplier's reasonable instructions and Applicable Laws to the Supplier or, on behalf of the Supplier, to the person to whom such sums are due.

2.3 If SEE prints Tickets for an Event and supplies such Tickets to the Supplier for onward sale by the Supplier or by a third party nominated by the Supplier, SEE shall charge the Supplier a Ticket Printing Fee for each Ticket. For the avoidance of doubt, SEE shall not charge the Supplier any Ticket Printing Fee in relation to any Tickets that are printed and sold directly by SEE.

2.4 SEE shall be entitled to increase the Transaction Fees and/or Ticket Printing Fee at any time during the Term by advance written notice to the Supplier, provided that such proportional increases do not exceed the greater of:

- a. the increase in RPI (since the previous price increase, or otherwise the Commencement Date); and
- b. the increase in SEE's costs of printing, posting and/or delivering Tickets (since the previous price increase, or otherwise the Commencement Date) as reasonably determined by SEE.

ACCOUNTING

3.1 Unless otherwise set out in the Commercial Terms or agreed by the parties, upon completion of an Event or series of related Events:

- a. On notification by the Supplier, SEE shall pay Ticket Receipts to the Supplier, to the bank account nominated by the Supplier (such notification to be in writing on letterhead signed by an authorised signatory) within 10 working days of receiving the notification from the Supplier for an Event or series of related Events. The Supplier shall be responsible for any receiving bank charges or other costs associated with international transfers;
- b. for the avoidance of doubt, SEE shall retain and not be required to pay the Booking Fees and Transaction Fees to the Supplier.

3.2 Notwithstanding any agreed variation to clause 3.1 SEE may (at its sole discretion) revert to the original terms of clause 3.1 immediately upon written notice to the Supplier should SEE (acting reasonably) at any time have any concerns about the creditworthiness of the Supplier.

3.3 The Supplier shall issue an invoice or provide a receipt (as reasonably requested by SEE) to confirm the payment pursuant to clause 3.1 above.

3.4 SEE may deduct and set off any monies owed by it to SEE or other SEE group companies against the Ticket Receipts to be remitted to the Supplier.

TICKET SALES

4.1 SEE shall sell Tickets on behalf of the Supplier for the relevant Event and SEE shall charge the Customer the Ticket Price in respect of such Tickets on behalf of the Supplier.

4.2 The Supplier is entirely responsible for all Events and for the availability to Customers of all relevant information, terms, conditions or rules. SEE will sell tickets on SEE's Booking Terms which require Customers to observe Event terms, conditions or rules. To the extent there is any conflict between SEE's Booking Terms and any event terms, conditions or rules, the Supplier agrees that SEE's Booking Terms will apply to the Customer's booking.

4.3 The Supplier shall notify to SEE in advance of the sale of any Tickets any significant, onerous or unusual terms or restrictions relating to the Event or the sale of the Tickets, including (but not limited to) any age or eligibility restrictions that it requires SEE to advise the Customer purchasing the ticket and SEE shall use reasonable efforts to highlight such terms to the Customer at or before the time of purchase.

4.4 The Supplier shall be responsible for all Chargebacks resulting from Ticket sales for Events and shall indemnify SEE and/or any SEE group company against the amount of any Chargeback and all charges, costs and other losses connected to such Chargeback. SEE shall ensure that it takes reasonable measures to minimise the risk of Chargebacks resulting from fraudulent use of credit and debit cards.

4.5 The Supplier agrees that any hard copy Tickets provided by the Supplier to SEE for sale to Customers shall be provided on a 'sale or return' basis and SEE shall not become the owner of such Tickets.

4.6 SEE shall notify the Supplier in writing of any hard copy Tickets provided pursuant to clause 4.5 that remain unsold prior to the relevant Event. The Supplier agrees that all such unsold Tickets notified by SEE to the Supplier in accordance with this clause 4.6 shall be deemed to have been returned to the Supplier for the purposes of clause 4.5 and the Supplier shall at its own cost arrange for such hardcopy Tickets to be collected from SEE or may request that SEE destroys such hardcopy Tickets and reimburses SEE for its reasonable costs of doing so.

4.7 SEE does not undertake to procure or to guarantee any minimum or maximum level of Ticket sales. The level of Ticket sales shall be entirely at the Supplier's risk.

4.8 Throughout the Term SEE shall:

- a. subject to (b) and (c) below use reasonable endeavours to make Tickets available for sale in respect of each Event as soon as possible following written notification by the Supplier of all the relevant details of the Event;
- b. ensure that the telephone bookings number as set out in the Booking Information is available 24 hours per day while Tickets are available for sale, providing a live operator call centre service for Ticket sales, Event information and customer service enquiries, provided that SEE shall not be required to provide such service on 25 December of any year;
- c. subject to reasonable scheduled downtime for maintenance or system upgrades, ensure that the website as set out in the Booking Information is available at all times while Tickets are available for sale, in order to enable Customers to book Tickets, obtain Event information and submit enquiries in relation to Events online; and
- d. appoint a client services representative in respect of each Event to liaise with the Supplier in respect of sales figures for that Event and other day-to-day issues.

4.9 The Supplier may require SEE to print Tickets for an Event for sale by the Supplier or by a third party nominated by the Supplier on such additional terms and conditions as the parties may agree acting reasonably and subject to the payment of the Ticket Printing Fee by the Supplier to SEE.

4.10 SEE shall use its experience and knowledge to take reasonable steps to limit the possible exposure to both parties of credit card fraud and other fraudulent transactions. In the event of such transaction prior to the date of an Event, SEE may seek the agreement of the Supplier (not to be unreasonably withheld or delayed) to the cancellation of Tickets for resale to alternative Customers.

4.11 Any returned Tickets may be resold as Tickets in accordance with this Agreement.

SUPPLIER OBLIGATIONS

5.1 Throughout the Term the Supplier shall:

- a. ensure that all Events shall be organised and fulfilled by the Supplier in accordance with Applicable Laws at all times;
- b. fully comply with all its obligations to Customers in relation to Events arising from the sale of Tickets by SEE on the Supplier's behalf;
- c. fully comply with any reasonable requests for information from SEE regarding the status of Events and/or the Supplier's creditworthiness;
- d. in the event that the Supplier is providing SEE with hard-copy Tickets, arrange at its own expense for the delivery of such Tickets to SEE in accordance with SEE's requirements and in such volumes as are reasonably necessary to enable SEE to meet demand and replenish such stock as necessary;
- e. inform SEE as soon as possible if any Event for which Tickets are or have been made available by SEE will or may be cancelled, postponed or otherwise fulfilled in a manner different to previously promoted or marketed;
- f. provide SEE with accurate and up-to-date information in respect of Events, including, without limitation detailed seating plans and information relating to capacity and (where relevant) seating configuration and pricing;
- g. ensure that all advertising or promotional material for an Event shall include the Booking Information, and ensure that, unless otherwise agreed, the position of the Booking Information on such material is no less prominent than any other bookings telephone number or website address on the material;

h. promptly and efficiently deal with any complaint, dispute or after-sales enquiry relating to the Tickets raised by a Customer directly with the Supplier;

i. give SEE reasonable notice if at any time it expects that the volumes of sales of Tickets will be significantly higher or lower than the volume that SEE would expect under normal circumstances.

5.2 The Supplier warrants that all Tickets sold pursuant to this Agreement may be lawfully sold by SEE. The Supplier shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the promotion and sale of the Tickets by SEE.

TICKET REFUNDS AND REPLACEMENTS

6.1 The Supplier agrees that if:

a. an Event is cancelled; or

b. an Event is postponed or is subject to a significant variation such as to entitle a Customer to a refund; or

c. SEE cancels an order for Tickets because SEE considers that the transaction may be fraudulent, or posted Tickets are returned because the addressee is unknown or a Customer purchases more than the permitted maximum number of Tickets; or

d. Tickets are lost or damaged during delivery to the Customer and SEE agrees to grant the Customer a refund; or

e. the parties agree that the Customer is entitled to a refund for any other reason,

f. and the Customer requests such refund, then the Supplier shall promptly (and in any event within 48 hours of request by SEE) reimburse SEE with the necessary monies, or to the extent SEE already holds sufficient monies as Ticket Receipts SEE may retain the necessary monies, for the purpose of that refund and provided it has received or holds such monies shall refund the relevant Ticket Price to the Customer.

6.2 In the event that Tickets are lost or damaged during delivery and SEE provides the Customer with duplicate Tickets, SEE shall be entitled to charge the Supplier for the reasonable costs of providing such duplicates.

LIABILITY AND INSURANCE

7.1 The Supplier shall indemnify and keep indemnified SEE and any SEE group company against any and all loss, costs, damages and liabilities which SEE and/or any SEE group company may incur as a result of a claim by a Customer or other third party in respect of, or arising in relation, to breach by the Supplier of this Agreement, any terms, conditions or rules relating to the Event, SEE's Booking Terms or otherwise in relation to any Event and/or SEE's role as agent of the Supplier (including, without limitation, any fines relating to an infringement, or alleged infringement of any legislation relating to fly-posting or the advertising or marketing of events), except to the extent that such loss, costs, damages or liabilities result from SEE breaching its obligations under this Agreement.

7.2 The Supplier shall at all times maintain insurance in respect of all risks it is prudent for the Supplier to insure against, including, without limitation: artist/event cancellation insurance; and insurance against the risk of loss or damage to Tickets arising during delivery to the Customer.

7.3 SEE shall maintain any Tickets that are in its possession or custody, which have been provided to it by the Supplier pursuant to clause 2.3, under appropriate levels of security and store any such Tickets in a fireproof environment and ensure that all such Tickets are covered by SEE's insurance.

7.4 SEE shall not be liable to the Supplier for any breach by SEE of its obligations under this Agreement where such breach is caused by events beyond SEE's reasonable control, including (without limitation) industrial action, failure of a utility service or transport network or act of God.

7.5 To the extent permitted by law, SEE's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to £2,000,000.

INTELLECTUAL PROPERTY

8.1 The Supplier grants to SEE a non-exclusive, royalty free licence for the Term to use Intellectual Property Rights in respect of an Event or the Supplier as may be reasonably required from time to time to enable SEE to fulfil its obligations under this Agreement.

8.2 SEE grants to the Supplier a non-exclusive, royalty free licence for the Term to use SEE's logo and/or branding in conjunction with the Booking Information in accordance with SEE's instructions and prior written approval to enable the Supplier to advertise and/or promote SEE's services as agent for the Promoter

8.3 Both parties warrant that they have the right to grant the Intellectual Property Rights referred in clauses 8.1 and 8.2 above for the purposes contemplated in this Agreement and further warrant that no Intellectual Property Rights (including any such rights belonging to a third party) are violated or infringed through the sale of the Tickets and/or the use of such rights by the other party, and that all necessary licences and consents required from any third party have been obtained.

8.4 SEE shall indemnify the Supplier, and the Supplier shall indemnify SEE and its group companies, in respect of any claim that the use of the rights granted under this clause 8 by the other party infringes the Intellectual Property rights of a third party.

8.5 Except where necessary to comply with its obligations under this Agreement, neither party shall use for its own purposes, nor acquire, nor seek to acquire by this Agreement or any activity under it, nor represent in any way that it is entitled to any Intellectual Property Rights belonging to the other party, which, together with all goodwill attaching thereto is and shall remain the sole property of that party.

DATA PROTECTION

9.1 SEE shall comply with its obligations under the Data Protection Act 1998.

9.2 SEE will share Customers' Personal Data with the Supplier for marketing purposes where Customers consent to such disclosure. In such circumstances, the Supplier shall comply with its obligations under the Data Protection Act 1998 in respect of such Personal Data, including in particular its obligations as a Data Controller. The Supplier shall be responsible for acquiring all necessary consents in the event that it uses any Personal Data for purposes other than marketing.

TERMINATION

10.1 Either party shall be entitled to terminate this Agreement on the provision of three months' notice in writing to the other party.

- 10.2 Either party may terminate this Agreement immediately on the provision of notice in writing to the other party if that other party:
- commits a material breach of this Agreement and, in the case of a breach which is capable of remedy, it is not remedied within ten working days of receipt of written notice specifying the breach and requiring its remedy; or
 - repeatedly breaches any terms of this Agreement in such a manner as to reasonably justify the opinion of the other party that their conduct is inconsistent with their having the intention or ability to give effect to the terms of this Agreement; or
 - is unable to pay its debts (including but not limited to when the other party is subject to an executor attachment of a substantial part of its assets), or if its economic situation has deteriorated materially; or
 - a distress, execution, composition or arrangement with creditors, insolvency proceedings, winding up, dissolution, administration, receivership (administrative or otherwise), bankruptcy, the suspension of payments, any form of seizure not lifted within two months, a moratorium of indebtedness, or any similar proceedings in any jurisdiction is commenced, or an application, order, resolution, appointment, step, proceeding or notice is given with respect to the foregoing, in relation to that party.

10.3 Any termination of this Agreement (however caused) shall not affect any rights or liabilities of either party which have accrued prior to the date of termination, nor shall it affect the coming into force or the continuation in force of any provision of this Agreement intended to survive such termination.

10.4 On termination of this Agreement:

- the licences granted pursuant to clauses 8.1 and 8.2 shall immediately terminate and both parties shall immediately cease to use all Intellectual Property Rights provided by the other party; and
- SEE shall cease to promote, market, advertise or sell all Tickets.

10.5 If the Agreement is terminated the Supplier shall use its reasonable endeavours to promptly remove, or procure the removal of, the Booking Information from all relevant advertising or promotional materials.

GENERAL

11.1 The parties will keep the provisions of this Agreement confidential and will not disclose them to any third party (other than to its group companies provided such are keep such information confidential) unless required to do so by Applicable Law.

11.2 The Supplier may not assign, licence, sub-contract, transfer or charge this Agreement without the prior written consent of SEE, such consent not to be unreasonably withheld or delayed. SEE may assign and transfer the entire benefit and burden of this Agreement to any of its group companies to whom it transfers substantially the whole of its business.

11.3 Except in respect of indemnities expressly stated to be given in favour of SEE group companies from time to time, which shall accrue directly for their benefit, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person (including any SEE group company) that is not party to this Agreement.

11.4 Any notice to be given under this Agreement shall be in writing and shall be deemed duly served if delivered personally or, if by first class post, 48 hours after posting or, if sent by facsimile or email, when despatched. All formal notices in respect of court proceedings shall be delivered by first class post or facsimile. Notices should be addressed to the address given at the front of this Agreement (or such other address or facsimile number as is notified by one party to the other from time to time).

11.5 Variation to, or notice or consent under this Agreement shall not be effective unless it is in writing and signed by an authorised signatory of each party.

11.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.7 This Agreement sets out the entire agreement between the parties relating to its subject matter and supersedes any previous agreement relating to such subject matter which shall cease to have any further force or effect.

11.8 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause 11.8 shall limit or exclude any liability for fraud.

11.9 This Agreement is not intended to create any partnership or joint venture relationship between the parties.

11.10 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

11.11 This Agreement and any dispute or claim arising out of or in accordance with it or its subject matter or formation, including (without limitation) all non-contractual obligations, shall be governed by and construed in accordance with English law.

11.12 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.